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September 6, 2012

SENT ELECTRONICALLY AND BY FACSIMILE TRANSMISSION

Illinois Educational Labor Relations Board
Attention: Executive Director
160 N. LaSalle Street, Suite S-400
Chicago, Illinois 60601-3103

Re: Evergreen Park School District 124

Dear Executive Director:

On behalf of the Board of Education of Evergreen Park School District 124, Cook County Illinois, and pursuant to 115 ILCS 5/12(a-5), I am providing the Board of Education's Final Offer, Summary and Appendices. Copies have also been forwarded to the federal mediators and Local 943's representative, Ms. Pajeau.

Very truly yours,

SRAGA HAUSER, LLC



ALAN T. SRAGA

ATS:nm

cc: Mr. Tom Jeffery, FMCS Mediator (by fax and electronic mail)
Ms. Rosa Tiscareno, FMCS Mediator (by fax and electronic mail)
Ms. Deneen Pajeau, IFT Field Service Director (by fax and electronic mail)
Dr. Robert Machak, Superintendent, School District 124 (by electronic mail)
Ms. Kathleen Rohan, President, Board of Education (by electronic mail)
Members of the Board of Education (by electronic mail)

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EVERGREEN PARK ELEMENTARY SCHOOL DISTRICT 124

9400 South Sawyer Avenue • Evergreen Park, Illinois 60805 • 708/423-0950 • Fax 708/423-4292 • Web Site www.d124.org

BOARD OF EDUCATION OF EVERGREEN PARK SCHOOL DISTRICT 124 FINAL OFFER

September 6, 2012

CENTRAL JR. HIGH SCHOOL
94th St. and Sawyer Ave.
708/424-0148
Fax 708/229-8406

NORTHEAST SCHOOL
91st St. and California
708/422-6501
Fax 708/229-8410

NORTHWEST SCHOOL
92nd St. and Millard
708/425-9473
Fax 708/229-8407

SOUTHEAST SCHOOL
98th St. and Francisco
708-422-1021
Fax 708/229-8413

SOUTHWEST SCHOOL
99th St. and Central Park
708/424-2444
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BOARD OF EDUCATION FINAL OFFER

EVERGREEN PARK SCHOOL DISTRICT 124

Introduction

Since April 2012, the Evergreen Park School District Board of Education ("the Board") and the Evergreen Park Federation of Teachers, Local 943, Southwest Suburban Federation of Teachers ("the Union") have engaged in collective bargaining in an effort to reach agreement on the terms for a new contract which expired on June 30, 2012. The parties held 14 meetings through August 9, when the parties requested mediation. Mediation began with one of the assigned mediators on August 14. As of the date of this Final Offer, the parties had also met with the mediator on August 21, 24 and 30. Both the Board and the Union filed written declarations of impasse with the Illinois Educational Labor Relations Board on Friday, August 31. The parties have been unable to reach agreement on three economic issues: salary, insurance and retirement.

This document and its Appendices constitute the Board's Final Offer as required by Section 12(a-5)(2) of the *Illinois Educational Labor Relations Act* (115 ILCS 5/12(a-5)(2)). The Board's Final Offer is set forth in full on the following pages in the form of a Summary, Appendices to provide additional information, the Board's actual final proposal, and tentative agreements.

The Bargaining Process

In March 2012, the Union suggested using the Issues and Interests process for bargaining and the Board agreed. Both parties completed the training with two mediators from the Federal Mediation and Conciliation Service. The process afforded the parties an opportunity to discuss their issues and interests before presenting written proposals. Additionally, both sides agreed to bring forward only two non-economic issues in addition to two other issues of mutual concern.

The Board believed this new bargaining process might streamline negotiations so that a settlement could be reached in a timely fashion. The last 5 contracts, dating back to 1997 have never been settled before the start of the school year. The Board's hope for efficient negotiations without disruption during a school term was diminished at the first negotiations session on April 27 when ground rules were discussed. The Board informed the Union that it intended to keep the community informed by posting meeting summaries on the District website. The Union articulated its strong opposition to this, and argued that this would result in a disruption of the educational environment because Union members would be besieged with questions from staff and parents. After a nearly three-hour discussion, the Board agreed to suspend postings until June 6th, the end of the school year. Nonetheless, since the beginning of the school year, Union employees have repeatedly worn matching shirts, demonstrated on school sidewalks where parents, residents and students are sure to observe, and alerted media outlets for coverage of said activities. These activities have interfered with the calm and

focused learning environment which Union employees are responsible to create and maintain.

Summary Statement from the Board

The Board strives to offer an enriching workplace where effort is recognized and success is rewarded. To that end, the Board has long maintained yearly raises that have exceeded the Consumer Price Index (CPI), given substantial contributions to premium insurance plans, and generous District-provided retirement benefits. In total, teacher salaries have increased nearly 60% over the last ten years. The CPI over the same period increased only 26.5%. In total, non-certified staff salaries have increased more than 50% over the last eight years. The CPI over the same period increased only 22.5%. Unfortunately, the District taxpayers have not fared so well with their tax bills during the recent recession and slow recovery.¹

It would be terrific if the taxpayers could afford to continue to maintain the District's history of generous salary increases and benefits; however given the reality of the current economy, it cannot. The Board was forced to make deep staff and spending cuts over the past three years to balance the budget. Last fall, a Financial Task Force comprised of more than 30 participants, including members of the Administration, the Board, the Union and the community, together dissected the District's spending. The recommendations of that Task Force were to make cuts that affect the students last. The concept of money in, money out is essential for District 124 to be a sustainable organization in the future.

The Board has maintained commendable fund balances. However, there is no doubt that the District must depend on these emergency funds to subsidize financial shortfalls. Thus, the Board must minimize the extent that fund balances are used for recurring purposes, such as salaries or benefits, or the District will have limited funds to meet cash flow needs. Adequate fund balances must be maintained by the District to allow it to fund operations between tax collections, during delays or decreases in General State Aid payments, and when the State does not make payments at all. A financial statement as of June 30 of every fiscal year does not reflect the ebb and flow of fund balances throughout a given school year. If fund balances are inadequate to sustain the District's ongoing cash flow, the Board would find it necessary to engage in short-term borrowing and thereby incur unnecessary interest costs and other expenses related to the transactions. The District must avoid compromising its financial good standing with the State and the implementation of a deficit reduction plan.

¹ See Appendix B for a history of the increases afforded to examples of three teachers who were employed in the 2001-2002 school year. The Appendix reflects the teachers' salary increases from 2002-2003 thru 2011-2012. The three examples are of teachers with differing degrees and experience (a new teacher; a teacher with a Master's degree with ten years' experience; and a teacher with a Master's degree plus thirty credit hours beyond a MA with 17 years' experience), and reflect the increases enjoyed by all teachers during this ten-year period. The increases do not include the possibility that two of the example teachers (a new teacher and the teacher with a Master's degree and ten years' experience) could have received even greater increases upon completion of additional degrees or coursework. Appendix B also provides a history of the increases from 2004 thru 2012 for non-certified staff employed during the 2003-2004 school year.

Each year, the District posts a budget for public inspection and adopts a budget after a public hearing. The District's tax levy is based on the budget. Over the past several years, in response to projected deficits, the Board has repeatedly cut expenditures to avoid that outcome. The financial forecast for fiscal year 2013 is a deficit of nearly \$800,000, a number based on no increases in salaries.

The Board is committed to living within the District's means. Taxpayers have suffered significant increases in local real estate taxes over the last five years while assessed values in the community have decreased substantially. The Board believes that the taxpayers cannot support such continuing tax increases. In addition to employee salaries and benefits, the District must improve its integration of technology in student programs and address its aging buildings, including pipe repair and replacements. Based on the District's Facility Site Survey and Audit, required life safety and other priorities are projected to cost the District upwards of \$3.1 million.

The District's budgets must include anticipated costs and plan for the unexpected during a fiscal year and then work towards the best outcome for the benefit of the District and the taxpayers. For example, in March 2010, the Board cut 19 staff members to balance the budget, thus avoiding a shortfall. Another example is this past school year, when contingency positions were budgeted but not filled due to the District's actual final enrollment. Additionally, the Board enjoyed the good luck inherent in lower utility and snow removal bills from an unexpectedly warm winter and an early, unexpected payment from the State. In contrast, the Board has already exceeded hiring its contingency positions this year due to high enrollment and parent desire for better instructor-student ratios, and the early State payment last year means one less this year.

The Union sees the Board's successes in trimming expenses that might have otherwise occurred as bad faith in budgeting. However, the Board's view is that meeting the financial demands of employees, Union or otherwise, must be made in conjunction with securing the financial future of the District, including improving student outcomes and addressing aging District buildings, all the while avoiding asking local taxpayers to support a referendum.

The Board holds its employees in high regard and hopes that the changes in how personnel expenses are funded are not perceived as anything other than the Board simply balancing its budget to live within the District's means. The Board also appreciates the continued financial support of the District's residents and business owners.

Our District has achieved the highest financial recognition from the State, has a history of staying within its projected budgets and would like to continue that distinction. The offered package is fair and in the long run will enable the District to retain and attract high quality employees and improve its already excellent programs. This will result in excellent educational opportunities which not only benefit the children, but contribute to our property values, attract new residents and help our community thrive. The Board asks for the community's support to achieve these goals.

SUMMARY OF BOARD OF EDUCATION'S FINAL OFFER

Term A four year contract through June 2016.

Salary

At the commencement of the Issues and Interests process, the following interests were identified. "Joint" interests were those that both the Board and Union supported:

- Joint** - Achieve and maintain a balanced budget now and in future.
- Provide salaries acceptable to taxpayers.
- Meet District obligations to students and taxpayers.
- Make cuts that directly impact students last.
- Tie spending to income.

- Board** - Compensate employees based on merit.
- Avoid possibility of increased employer contributions to TRS/IMRF.
- Protect the District from possible legislative changes.

- Union** - Salary increases not tied to MAP testing.
- Provide longevity stipend for support staff employees.
- Maintain the integrity of the existing salary schedule.
- Recognize educational levels of support staff employees.
- Provide an increase to the salary schedule.

Rationale for Board Final Salary Offer: *The Board can agree to continue the use of salary schedules for teachers and non-certified staff, an important issue for the Union, but providing that salary increases and benefit packages can be afforded within a balanced budget and are tied to increases in the District's revenue and are based on increases in the Consumer Price Index ("CPI"). The Board's use of salary schedules would require that all salary increases are limited by the CPI.*

Please note that 24 teachers gave notice of retirement under the expired contract and will receive 6% increases under the current contract until retirement.

Board's Salary Offer:

The use of salary schedules for teachers and non-certified employees will continue.

The percentage increases listed below will include all increases, including for another year of experience". Increases for teachers and non-certified staff (paraprofessionals and secretarial staff) shall be as follows:

2012-2013 - 1.5% plus a bonus of up to 1% of salary (see below*)
(1.5% is the CPI for 2010 and was used for the real estate tax levy collected in calendar year 2012).

2013-2014 - 3% plus a bonus of up to a 1% of salary (see below*)
(3% is the CPI for 2011 which applies to the real estate tax levy to be collected in calendar year 2013).

2014-2015 – An increase up to 3% and not less than 1%, based on the CPI for 2012, plus a bonus of up to 1% of salary (see below*) The CPI for 2012 applies to the real estate tax levy to be collected in calendar year 2014.

2015-2016 - An increase up to 3% and not less than 1%, based on the CPI for 2013, plus a bonus of up to 1% of salary (see below*) The CPI for 2013 applies to the real estate tax levy to be collected in calendar year 2015.

* Teachers may continue to earn up to an additional 1% bonus over their prior year's salary if students meet or exceed District-wide target growth on MAP assessments in reading and math. Non-certified staff may earn up to a \$100 bonus if students meet or exceed target growth.

(Please note: The Board wishes to continue to award bonuses because it links an increase in pay to increased student growth. All staff received a bonus during the 2011-2012 school year after students met target growth on MAP assessments.)

As during the expired contract, teachers may continue to earn from \$1,100 up to an additional \$4,855 for completion of coursework or a Master's degree.

Insurance

At the commencement of the Issues and Interests process, the following interests were identified. Again, "Joint" interests were those that both the Board and Union supported:

Joint — None

- Board**
- Achieve and maintain a balanced budget now and in future.
 - Provide salaries/level of benefits acceptable to taxpayers.
 - Meet District obligations to students and taxpayers.
 - Make cuts that directly impact students last.
 - Tie spending to income.
 - Avoid possibility of increased employer contributions to TRS/IMRF.
 - Protect the District from possible legislative changes.
 - Address within overall financial package.
 - Prepare for full impact of health care reform.
 - Provide more certainty to Board budget process. (e.g., fixed \$ contribution)
 - Reduce overall insurance costs.

Union - Maintain status quo.

Rationale for Board Final Insurance Offer: *The Board recognizes that its employees like to have choices amongst insurance plans. Thus, the Board is not eliminating insurance options, but rather placing caps on employer-paid contributions. An employee can choose to stay in a higher cost plan such as one of the PPO Plans (Plan E or Plan G), but then must bear the burden of doing so. The taxpayers should no longer underwrite expensive "Cadillac Plans" when plans with comparable benefits with less expensive premiums are available such as the Health Savings Account Plan for which the Board will offer an annual contribution towards a participating employee's health savings account, and the existing HMO Plan. A shift of all Union employees from PPO Plans E and G to the HSA Plan could have a potential savings to the District in excess of \$100,000 per school year, with minimal financial impact to staff while providing the same health care coverage as PPO Plan E.*

Board's Final Insurance Offer:

PPO Plans. The Board will continue to offer employees a choice of two PPO Plans (E and G). Through December 31, 2012, the Board will continue its current contributions towards the two PPO Plans at 90% for single and 75% for single + 1 and family premiums. This will permit employees to learn about the new HSA Plan to begin on January 1, 2013 and for an open enrollment process before January 1. Beginning January 1 and with the availability of the HSA Plan, the Board will reduce its contributions to both PPO Plans to the amount of the HSA Plan premium, and the Board will not increase those contributions for the remainder of the contract. If an employee chooses to stay with a PPO Plan, the employee will be responsible for the additional costs.

Past Board annual contributions towards employee health reimbursement accounts for PPO Plan participants will be discontinued (single: \$150; single + 1 and family: \$300).

HMO Plan. The Board will continue to offer employees the choice of a HMO Plan. For the first year of the new contract, the Board will continue its current contributions towards the HMO Plan at 90% of the single premiums and 75% of the single + 1 and family premiums. For the remaining three years of the contract, the Board will increase its contributions towards the HMO Plan premiums based on the increase to CPI that applies to that year, but not more than 5%. (See Salary above)

HSA Plan. Beginning January 1, 2013, the Board will offer a Health Savings Account Plan ("HSA Plan") and contribute funds to each participating employee's health savings account which can be used by the employee for all health care expenses. The HSA Plan offers plan benefits and a network of approved providers comparable to the benefit-rich PPO Plan E but at significantly reduced premiums. Beginning in January, the Board will contribute towards the HSA Plan at 90% of the single premiums and 75% of the single + 1 and family premiums. In addition, the Board will also contribute specified amounts to each employee's individual health savings account based on the employee's selected coverage. The amounts are designed to offset the HSA Plan's differences from PPO Plan E as to deductibles and out-of-pocket maximums, and are as follows:

Single	\$1,300
Single + 1	\$1,500
Family	\$2,000

For the remaining three years of the contract, the Board will increase its contributions towards the HSA Plan premiums, and an employee's health savings account, based on the increase to CPI that applies to that year, but not more than 5%. (See Salary above)

See Appendix C for health insurance plan information and comparisons.

Retirement

At the commencement of the Issues and Interests process, the following interests were identified. Again, "Joint" interests were those that both the Board and Union supported:

Joint – None

Board

- Achieve and maintain a balanced budget now and in future.
- Provide salaries/level of benefits acceptable to taxpayers.
- Meet District obligations to students and taxpayers.
- Make cuts that directly impact students last.
- Tie spending to income.
- Avoid possibility of increased employer contributions to TRS/IMRF.
- Protect the District from possible legislative changes.
- Address within overall financial package.
- Prepare for full impact of health care reform.
- Provide more certainty to Board budget process. (e.g., fixed \$ contribution)
- Reduce overall insurance costs.

Union - Maintain status quo.

Rationale for Board Final Retirement Offer: *Teachers participate in a State-provided retirement program (the Illinois Teachers' Retirement System – "TRS") that affords a teacher a pension for life of up to 75% of the average of a teacher's compensation over the final four years of employment. The Board already pays 4.5% of a teacher's required 9.4% contribution towards retirement.*

The current District-provided retirement benefits are too expensive for the District to maintain. The funds are needed to meet student needs and to better compensate all continuing employees who are meeting student needs now and who will do so in the future. In addition to the State program, the current District-provided retirement program commits the District to up to four years of 6% salary increases for teachers, a severance bonus of 20% of a teacher's final year's salary, and a Board payment of up to 100% of the retiree's individual health insurance for up to ten years following retirement or until Medicare eligibility.

The non-certified staff have also been provide a District retirement plan in addition to retirement benefits from the Illinois Municipal Retirement System (IMRF) and Social Security benefits. While the District-provided benefits for non-certified staff are smaller than for teachers, they include a Board payment of up to 90% of the retiree's individual health insurance for five years following retirement.

The Board believes that the current retirement benefits for both teachers and non-certified staff are not sustainable by the District. For many years to come, and years after retired employees are gone, local taxpayers will bear the expense of the District's

retirement program. The following summary lists the District's current commitments under prior contracts to former employees who have retired as well as current employees who have provided notice of retirement:

Severance payments due 2012–2016	\$ 451,870
Added cost of teacher 6% salary increases for current employees who have given retirement notice	\$ 516,151
Health Insurance for former employees who have already retired*	\$ 191,995
Health Insurance for current employees who have given retirement notice*	<u>\$ 530,987</u>
Total	\$1,691,003

* Based on prior contracts, the Board is committed to pay at least 90% of the retirement health insurance costs of former employees who have already retired as well as current employees who have given notice of retirement. In the case of both groups, Board contributions are required for up to ten years or Medicare eligibility. For the 16 teachers who gave notice in 2011-2012 of their retirement at the end of the 2015-2016 school year, the Board commitment to pay towards health insurance may not expire until 2025. The amounts stated do not include annual increases in the premium costs for the duration of the Board's required contributions; the Board is responsible for 90% of those increases.

See Appendix D for further information regarding the above costs for current retirees and current employees who have given notice of retirement.

The District cannot afford to continue to provide similar retirement benefits for employees who will become eligible to retire during a new contract. There are at least 24 employees who may become eligible for retirement during the proposed four year contract.

The District applauds its retirees and retirees-to-be, and will continue to offer a competitive plan, but the Board cannot continue to commit to District funds in the short, intermediate and long term to retirees at levels offered in the past.

Board's Final Retirement Offer:

Retirement benefits will continue for teachers and non-certified staff but at reduced levels:

- Employees must work in the District for 20 years.
- A teacher must provide notice of retirement by May 1, 2015 and retire by June 30, 2018.
- A non-certified employee must provide notice by January 1, 2016 and retire by June 30, 2016 (by the end of the contract).
- Pre-retirement increases for teachers will be the CPI plus 2% for up to three years, not to exceed 5% in any year.
- The additional severance bonus for teachers (20% of the final year's salary) and for non-certified staff (\$350 for each year of District employment) is discontinued.
- A teacher who elects to retire under the TRS modified early retirement option ("MERO") will no longer be eligible for any District retirement benefit. (For a teacher retiring under this option, the *Pension Code* requires the District to make an employer contribution of up to 117.5% of a teacher's final year salary. For a teacher earning \$80,000 in the last year, the Board's payment to TRS would be \$94,000.)
- Sick leave not used towards retirement will continue to be paid for teachers and non-certified employees at the rate of \$25 per day for up to 250 days and a maximum of \$6,250.
- The Board will continue to contribute to post-retirement health insurance for teachers and non-certified staff at the following levels:
 - For teachers, the Board's contribution is modified from ten years to five years or until Medicare eligibility, whichever occurs first. The amount of the Board's contribution will be 50% of the cost of the District's HMO Plan premium for the year following retirement; the retiree pays for any increases in the premium following the first year of retirement. (The Board's current contribution is the lesser of 90% of the cost of the District's HMO Plan or 100% of the TRS managed care plan.)
 - For non-certified staff, the Board shall continue to contribute towards the cost of post-retirement insurance for five years or until Medicare eligibility, whichever occurs first, as provided under the

expired contract. The Board's contribution shall be at the same rate as for teachers.

- If Pension Code changes and increases the Board's costs, the Board may void the retirement benefits and negotiations may be re-opened by Union request.
- As a prerequisite to maintaining any District-provided retirement benefits, an employee who is eligible for retirement within the next four years may not earn a salary increase that exceeds 6%, including extra duty pay.

APPENDIX A

COST SUMMARY

Evergreen Park Elementary School District 124
Cost Summary of Final Offer from the Board of Education

9/6/12

	FY 2011-12 Actual Costs (2009-12 Contract)	Proposed Four-Year Contract			
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
Salary and Benefits					
Teacher salaries					
Certified staff	\$ 9,035,970	\$ 9,210,244	\$ 9,484,995	\$ 9,768,122	\$ 10,054,516
Non-certified staff	\$ 962,610	\$ 977,049	\$ 1,006,361	\$ 1,036,551	\$ 1,067,648
Board-paid TRS & IMRF	\$ 518,480	\$ 537,462	\$ 564,180	\$ 581,038	\$ 598,156
Board-paid insurance (Medical and dental)	\$ 1,685,896	\$ 1,613,759	\$ 1,609,629	\$ 1,615,381	\$ 1,621,309
MAP testing results bonus	\$ 99,986	\$ 79,578	\$ 84,323	\$ 88,332	\$ 91,036
Attendance bonus	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500
Retirement benefits					
Salary increases before retirement	\$ 40,522	\$ 77,934	\$ 117,961	\$ 146,880	\$ 173,375
Severance bonus	\$ 41,402	\$ 32,013	\$ 47,161	\$ 50,175	\$ 37,070
Board-paid retiree insurance	\$ 49,607	\$ 59,455	\$ 63,022	\$ 66,804	\$ 70,812
Course Reimbursement	\$ 18,788	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
Stipends and extra duty	\$ 156,706	\$ 160,206	\$ 165,012	\$ 169,963	\$ 175,061
Annual sick leave allocation	10 days annually	10 days	10 days	10 days	10 days

Evergreen Park Elementary School District 124
Cost Summary of Final Offer from the Board of Education

9/6/12

FY 2011-12 Actual Costs (2009-12 Contract)	Proposed Four-Year Contract			
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16

Salary and Benefits

TOTALS					
Teacher Salaries	\$ 9,998,580	\$ 10,187,293	\$ 10,491,356	\$ 10,804,673	\$ 11,122,164
Board-paid TRS & IMRF	\$ 518,480	\$ 537,462	\$ 564,180	\$ 581,038	\$ 598,156
Board-paid insurance	\$ 1,685,896	\$ 1,613,759	\$ 1,609,629	\$ 1,615,381	\$ 1,621,309
Retirement benefits	\$ 131,531	\$ 169,402	\$ 228,144	\$ 263,859	\$ 281,257
Course reimbursement	\$ 18,788	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
Stipends and extra duty	\$ 156,706	\$ 160,206	\$ 165,012	\$ 169,963	\$ 175,061
TOTALS:	\$ 12,509,981	\$ 12,690,122	\$ 13,080,321	\$ 13,456,913	\$ 13,819,947
% Change from prior year		1.44%	3.07%	2.88%	2.70%

APPENDIX B

SALARY HISTORY FOR TEACHERS AND NON-CERTIFIED STAFF

District 124 Teacher Salary Increases 2002 - 2012

Note:

The annual salaries shown below include stipends paid to teachers during the 2010-2011 (1%) and 2011-2012 (.75%) school years, and additional bonuses paid to teachers when students achieved MAP assessment targets in reading (.75%) and math (.25%) during the 2011-2012 school year.

The annual salaries below do not include an additional 4.5% payment made by the Board of Education to the Illinois Teachers' Retirement System (TRS) during each year, an amount about one-half of the retirement contribution that the Pension Code would otherwise require that teachers pay from their salaries.

	BA Lane			MA Lane			MA +30 Lane			CPI %
	Annual Salary (Step)	\$ Increase	%	Annual Salary (Step)	\$ Increase	%	Annual Salary (Step)	\$ Increase	%	
2001-02	28,478 (1)			39,706 (10)			51,960 (17)			1.6
2002-03	29,753 (2)	1,275	4.48	42,833 (11)	3,127	7.88	54,298 (18)	2,338	4.50	2.4
2003-04	31,675 (3)	1,922	6.46	43,025 (12)	192	0.45	56,025 (19)	1,727	3.18	1.9
2004-05	33,575 (4)	1,900	6.00	45,625 (13)	2,600	6.04	58,825 (20)	2,800	5.00	3.3
2005-06	35,600 (5)	2,025	6.03	48,450 (14)	2,825	6.19	65,050 (21)	6,225	10.58	3.4
2006-07	37,866 (6)	2,266	6.37	51,331 (15)	2,881	5.95	65,131 (22)	81	0.13	2.5
2007-08	39,776 (7)	1,910	5.04	54,101 (16)	2,770	5.40	67,996 (23)	2,865	4.40	4.1
2008-09	41,877 (8)	2,101	5.28	56,966 (17)	2,865	5.30	71,052 (24)	3,056	4.49	0.1
2009-10	44,121 (9)	2,244	5.36	59,926 (18)	2,960	5.20	74,204 (25)	3,152	4.44	2.7
2010-11	45,555 (10)	1,434	3.25	61,874 (19)	1,948	3.25	76,615 (26)	2,411	3.25	1.5
2011-12	47,031 (11)	1,476	3.24	63,879 (20)	2,005	3.24	79,098 (27)	2,483	3.24	3.0
TOTAL		18,553	65.2%*		24,173	60.9%*		27,138	52.2%*	26.5%
AVERAGE		1,855 **	5.15%***		2,417 **	4.9%***		2,714 **	4.3%***	

*Total percentage increase for 2002-2003 through 2011-2012

**Average dollar amount of increase for 2002-2003 through 2011-2012

***Average percentage increase, year over year, for 2002-2003 through 2011-2012

District 124 Non-certified Staff Salary Increases 2004 – 2012

Note: The hourly rates shown below do not include stipends paid to non-certified staff during the 2010-2011 (.75%) and 2011-2012 (.75%) school years, or additional bonuses paid when students achieved MAP assessment targets in reading (.15%) and math (.10%) during the 2011-2012 school year. However, such bonuses are reflected in the percentage increases for those school years. See footnotes.

Hourly rates below do not include additional 4.5% Board payment to IMRF each year.

	PARAPROFESSIONALS			SECRETARIES		
	Hourly (Step) Rate	Increase	%	Hourly (Step) Rate	Increase	%
2003-04	8.55 (1)			10.90 (1)		1.9
2004-05	9.15 (2)	0.60	7.02	11.70 (2)	0.80	7.34
2005-06	9.75 (3)	0.60	6.56	12.55 (3)	0.85	7.26
2006-07	10.25 (4)	0.50	5.13	13.35 (4)	0.80	6.37
2007-08	10.90 (5)	0.65	6.34	14.30 (5)	0.95	7.12
2008-09	11.60 (6)	0.70	6.42	15.30 (6)	1.00	6.99
2009-10	12.25 (7)	0.65	5.60	16.25 (7)	0.95	6.21
2010-11	12.56 (8)	0.31	3.28 ¹	16.66 (8)	0.41	3.27 ²
2011-12	12.93 (9)	0.37	3.95 ³	17.16 (9)	0.50	4.00 ⁴
TOTAL		4.38	51.2%*		6.26	57.4%*
AVERAGE		0.55**	5.54%***		0.78**	6.07%***

*Total percentage increase for 2004-2005 thru 2011-2012

**Average hourly increase for 2004-2005 thru 2011-2012, not including bonuses for 2010-2011 and 2011-2012.

***Average percentage hourly increase, year over year, for 2004-2005 thru 2011-2012, including all 2010-2011 and 2011-2012 bonuses.

¹ Includes bonus of .75% of 2009-2010 salary

² Includes bonus of .75% of 2009-2010 salary

³ Includes bonus of .75% of 2010-2011 salary plus additional bonuses paid when students achieved MAP assessment targets in reading (.15%) and math (.10%) during the 2011-2012 school year.

⁴ Includes bonus of .75% of 2010-2011 salary plus additional bonuses paid when students achieved MAP assessment targets in reading (.15%) and math (.10%) during the 2011-2012 school year.

APPENDIX C

INSURANCE PLAN INFORMATION

SINGLE Insurance Comparison

(7-31-12)

	PPO-E (Current) Single	PPO-E (Proposed) Single	H.S.A. (Proposed) Single
Single Premium	\$8,340	\$8,340	\$6,540
Premium – Board Portion	\$7,506	\$5,886	\$5,886
Premium – Employee Portion	\$834	\$2,454	\$654
Single Out of Pocket Max	\$1,142	\$1,142	\$3,000
Board Contribution to Health Reimbursement Account (HRA) or Health Savings Account (HSA)	\$150 (HRA)	\$ 00.00	\$1,300 (HSA)
Estimated Cost of Co-pays & Prescriptions	\$150/year (your expense)	\$150/year (your expense)	\$150/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same
Vision Coverage	Not Included	Not Included	Included
Bottom Line for Employee	\$834 premium \$1,142 out of pocket max (\$150) board paid HRA <u>\$150 co-pays & scripts</u> \$1,976	\$2,454 premium \$1,142 out of pocket max <u>\$150 co-pays & scripts</u> \$3,746	\$654 premium \$3,000 out of pocket max (\$50) less vision premium <u>(\$1,300) board paid portion/health savings account</u> \$2,304
Difference for Employee	n/a	\$1,770 more	\$328 more

SINGLE Insurance Summary for four proposed plans (07-31-12)

	PPO-E (Proposed) Single	PPO-G (Proposed) Single	HMO (Proposed) Single	H.S.A. (Proposed) Single
Single Premium	\$8,340	\$7,668	\$5,388	\$6,540
Premium – Board Portion	\$5,886	\$5,886	\$4,849	\$5,886
Premium – Employee Portion	\$2,454	\$1,782	\$539	\$654
Single Out of Pocket Max	\$1,142	\$1,671	\$1,500	\$3,000
Board Contribution to Health Savings Account	\$ 00.00	\$ 00.00	\$ 00.00	\$1,300
Estimated Cost of Co-pays & Prescriptions	\$150/year (your expense)	\$150/year (your expense)	\$150/year (your expense)	\$150/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same	Same
Vision Coverage	Not Included	Not Included	Not Included	Included
Bottom Line for Employee	\$2,454 premium \$1,142 out of pocket max \$150 co-pays & scripts \$3,746	\$1,782 premium \$1,671 out of pocket max \$150 co-pays & scripts \$3,603	\$539 premium \$1,500 out of pocket max \$150 co-pays & scripts \$2,189	\$654 premium \$3,000 out of pocket max (\$50) less vision premium (\$1,300) board paid portion/health savings account \$2,304

SINGLE + 1 Insurance Comparison

(7-31-12)

	PPO-E (Current) Single +1	PPO-E (Proposed) Single +1	H.S.A. (Proposed) Single +1
Single +1 Premium	\$18,420	\$18,420	\$14,472
Premium – Board Portion	\$13,815	\$10,854	\$10,854
Premium – Employee Portion	\$4,605	\$7,566	\$3,618
Single +1 Out of Pocket Max	\$2,284	\$2,284	\$4,500
Board Contribution to Health Reimbursement Account (HRA) or Health Savings Account (HSA)	\$300 (HRA)	\$ 00.00	\$1,500 (HSA)
Estimated Cost of Co-pays & Prescriptions	\$300/year (your expense)	\$300/year (your expense)	\$300/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same
Vision Coverage	Not Included	Not Included	Included
Bottom Line for Employee	\$4,605 premium \$2,284 out of pocket max (\$300) board paid HRA \$300 co-pays & scripts \$6,889	\$7,566 premium \$2,284 out of pocket max \$300 co-pays & scripts \$10,150	\$3,618 premium \$4,500 out of pocket max (\$94) less vision premium (\$1,500) board paid portion/health savings account \$6,524
Difference for Employee	n/a	\$3,261 more	\$365 savings

SINGLE + 1 Insurance Summary for four plans (7-31-12)

	PPO-E (Proposed) Single +1	PPO-G (Proposed) Single +1	HMO (Proposed) Single +1	H.S.A. (Proposed) Single +1
Single +1 Premium	\$18,420	\$16,968	\$11,184	\$14,472
Premium – Board Portion	\$10,854	\$10,854	\$8,388	\$10,854
Premium – Employee Portion	\$7,566	\$6,114	\$2,796	\$3,618
Single +1 Out of Pocket Max	\$2,284	\$3,342	\$3,000	\$4,500
Board Contribution to Health Savings Account	\$ 00.00	\$ 00.00	\$ 00.00	\$1,500
Estimated Cost of Co-pays & Prescriptions	\$300/year (your expense)	\$300/year (your expense)	\$300/year (your expense)	\$300/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same	Same
Vision Coverage	Not Included	Not Included	Not Included	Included
Bottom Line for Employee	\$7,566 premium \$2,284 out of pocket max <u>\$300 co-pays & scripts</u> \$10,150	\$6,114 premium \$3,342 out of pocket max <u>\$300 co-pays & scripts</u> \$9,756	\$2,796 premium \$3,000 out of pocket max <u>\$300 co-pays & scripts</u> \$6,096	\$3,618 premium \$4,500 out of pocket max (\$94) less vision premium (\$1,500) board paid <u>portion/health savings account</u> \$6,524

FAMILY Insurance Comparison

(7-31-12)

	PPO-E (Current) Family	PPO-E (Proposed) Family	H.S.A. (Proposed) Family
Family Premium	\$21,624	\$21,624	\$16,980
Premium – Board Portion	\$16,218	\$12,735	\$12,735
Premium – Employee Portion	\$5,406	\$ 8,889	\$4,245
Family Out of Pocket Max	\$2,284	\$2,284	\$6,000
Board Contribution to Health Reimbursement Account (HRA) or Health Savings Account (HSA)	\$300 (HRA)	\$ 00.00	\$2,000 (HSA)
Estimated Cost of Co-pays & Prescriptions	\$600/year (your expense)	\$600/year (your expense)	\$600/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same
Vision Coverage	Not Included	Not Included	Included
Bottom Line for Employee	\$5,406 premium \$2,284 out of pocket max (\$300) board paid HRA \$600 co-pays & scripts \$7,990	\$8,889 premium \$2,284 out of pocket max \$600 co-pays & scripts \$11,773	\$4,245 premium \$6,000 out of pocket max (\$144) less vision premium (\$2,000) board paid <u>portion/health savings account</u> \$8,101
Difference for Employee	n/a	\$3,783 more	\$111 more

FAMILY Insurance Summary for four proposed plans

(7-31-12)

	PPO-E (Proposed) Family	PPO-G (Proposed) Family	HMO (Proposed) Family	H.S.A. (Proposed) Family
Family Premium	\$21,624	\$19,908	\$17,040	\$16,980
Premium – Board Portion	\$12,735	\$12,735	\$12,780	\$12,735
Premium – Employee Portion	\$ 8,889	\$ 7,173	\$ 4,260	\$4,245
Family Out of Pocket Max	\$2,284	\$5,013	\$3,000	\$6,000
Board Contribution to Health Savings Account	\$ 00.00	\$ 00.00	\$ 00.00	\$2,000
Estimated Cost of Co-pays & Prescriptions	\$600/year (your expense)	\$600/year (your expense)	\$600/year (your expense)	\$600/year Discounted & applied to out of pocket max
End of the Year Balance	None	None	None	You own. Carried over in your account.
Physician/Hospital Choice	Same	Same	Same	Same
Vision Coverage	Not Included	Not Included	Not Included	Included
Bottom Line for Employee	\$8,889 premium \$2,284 out of pocket max \$600 co-pays & scripts \$11,773	\$7,173 premium \$5,013 out of pocket max \$600 co-pays & scripts \$12,786	\$4,260 premium \$3,000 out of pocket max \$600 co-pays & scripts \$7,860	\$4,245 premium \$6,000 out of pocket max (\$144) less vision premium (\$2,000) board paid portion/health savings account \$8,101

Participating Provider Option PPO

Effective January 1, 2012

BlueCross BlueShield
of Illinois**SOUTH SUBURBAN BENEFIT COOPERATIVE – PLAN E****BENEFIT HIGHLIGHTS****P.P.O Network***This provides only highlights of the benefit plan. After enrollment, members will receive a Certificate that more fully describes the terms of coverage.***Program Basics****PPO**
(In-Network)**Non-PPO**
(Out-of-Network)**Lifetime Benefit Maximum**

Per individual

Unlimited

Individual Coverage Deductible

Program deductible does not apply to services that have a copayment.

\$327

Family Coverage Deductible

The family deductible maximum is aggregate.

\$654

Individual Coverage Out-of-Pocket Expense (OPX) Limit

The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year and includes the deductible. The following items will not be applied to the out-of-pocket expense limit:

- Copayments
- Reductions in benefits due to non-compliance with utilization management program requirements
- Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)
- Services that are asterisked below (*)

\$1,142

\$2,772

Family Coverage Out-of-Pocket Expense (OPX) Limit

The family OPX is aggregate.

\$2,284

\$5,544

Prescription Drug Card

Retail copayments are for up to a 34-day supply at a contracting retail pharmacy.

Mail Order (maintenance) medications are available for up to a 90-day supply and are subject to the appropriate copayment amount.

Retail: \$7 Generic / \$15 Formulary Brand / \$25 Non-formulary Brand

Mail Order: \$14 Generic / \$30 Formulary Brand / \$50 Non-formulary Brand

Physician Services**Physician Office Visits**

One copayment per person per day. Surgeries, therapies, and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance including mental health and substance abuse services.

Surgeries (including anesthesiology), x-rays and diagnostic procedures performed in physician's office.

Diagnostic lab tests.

One copayment per day when you receive allergy injections or treatment.

\$20 copay,
then 100%

70% after deductible

100%
100%70% after deductible
70% after deductible\$10 copay,
then 100%

70% after deductible

Wellness Care (age 4 and over)

Includes benefits for routine physical examinations, immunizations for children under age 19 and routine diagnostic tests. Limited to one visit and related testing per calendar year.

Routine sigmoidoscopy also covered and limited to one procedure per calendar year.

Routine mammogram, and routine colonoscopy (age 50 and over or with family history warranting such treatment) also covered and limited to one of each procedure per calendar year.

\$20 copay,
then 100%

Not Covered

\$20 copay,
then 100%

Not Covered

100%

100%

Well Child Care (to age 4)

Coverage for physical exams, immunizations and routine diagnostic tests through age 3.

Immunizations through age 18.

\$20 copay,
then 100%

Not Covered

100%

Not Covered

Medical / Surgical Services

Coverage for surgical procedures, inpatient visits, therapies, and certain diagnostic procedures as well as other physician services.

90% after deductible

70% after deductible

Hospital Services**Inpatient Hospital Services**

Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

90% after deductible

70% after deductible

Participating Provider Option PPO

Effective January 1, 2012



BlueCross BlueShield
of Illinois

BENEFIT HIGHLIGHTS

PPO Network

Hospital Services

Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services.
Diagnostic lab tests.

90% after deductible

70% after deductible

100%

70% after deductible

Outpatient Emergency Care (Accident or Illness)

The copayment applies to both in- and out-of-network emergency room visits. The copayment is waived if the member is admitted to the hospital.

\$50 copay.
then 90%

\$50 copay.
then 70%

Additional Services

Muscle Manipulation Services*

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.
• Limited to 15 visits per calendar year.

90% after deductible

70% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

- Limited to 45 Speech, 15 Occupational and 125 Physical visits per calendar year.

90% after deductible

70% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

90% after deductible

70% after deductible

Other Covered Services

- Private duty nursing – 140 visits per calendar year
- Medical supplies

- Ambulance services
- Blood and blood components

90% after deductible

See paragraph below regarding Schedule of Maximum Allowances (SMA).

- Does not apply to any out-of-pocket limits

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Pedorthists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at www.bcbsil.com/member and click on the BlueExtras Discount Program link.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MH/SA service or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. **Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2011 or upon your group plan renewal date in 2011 and thereafter.**

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. *Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network.*

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.



SOUTH SUBURBAN BENEFIT COOPERATIVE

BENEFIT HIGHLIGHTS

PPO Network

This provides only highlights of the benefit plans(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.

Program Basics

PPO

(In-Network)

Non-PPO

(Out-of-Network)

Lifetime Benefit Maximum

Per individual

Unlimited

Individual Coverage Deductible*

\$1,500 Employee Only

Family Coverage Deductible*

Entire deductible must be met.

\$2,250 Employee + 1
\$3,000 Employee + 2 or More

Individual Coverage Out-of-Pocket Expense (OPX) Limit

The maximum amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the program deductible. The following items will not be applied to the out-of-pocket expense limit:

- Reductions in benefits due to non-compliance with utilization management program requirements
- Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)

\$3,000 Employee Only

Family Coverage Out-of-Pocket Expense (OPX) Limit

The family OPX limit includes the family deductible amount. Please refer to Certificate for details on how the family OPX limit works.

\$4,500 Employee + 1
\$6,000 Employee + 2 or More

Outpatient Prescription Drugs

80% after deductible

Physician Services

Preventive Care

Routine annual physicals, well-baby exam, annual vision and hearing exams, immunizations, and other preventive health services as determined by the USPSTF.

100%

80% after deductible.

Maternity Services

100% after deductible

80% after deductible

Medical / Surgical Services

100% after deductible

80% after deductible

Hospital Services

Hospital Admission Deductible

Per admission, per individual

\$0

\$300

Inpatient Hospital Services

Coverage includes pre-admission testing and services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

100% after deductible

80% after deductible

Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Well Care benefits.

100% after deductible

80% after deductible

Outpatient Emergency Care (Accident or Illness)*

Each calendar year, the program deductible must be met before benefits will begin under this policy. The coinsurance applies to both in- and out-of-network emergency room visits.

90% after deductible



BENEFIT HIGHLIGHTS

Additional Services

Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- \$1,000 maximum per calendar year.

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

Other Covered Services

- Private duty nursing - (Please refer to certificate for details)
- Ambulance services
- Naprapathic service* - \$1,000 maximum per calendar year
- Medical supplies
- Blood and blood components

See paragraph below regarding Schedule of Maximum Allowances (SMA).

PPO Network	
PPO (In-Network)	Non-PPO (Out-of-Network)
100% after deductible	80% after deductible
100% after deductible	80% after deductible
100% after deductible	80% after deductible
100% after deductible	

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Pedorthists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear

Members present their ID cards for discounts on eye exams, prescription lenses and eyewear at participating vision centers. Call (866) 273-0813 to locate a provider.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MH/SA service or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. **Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2011 or upon your group plan renewal date in 2011 and thereafter.**

*More on Individual Coverage and Family Coverage Deductibles...

- If a member has **individual coverage**, each calendar year he/she must satisfy an **individual coverage deductible** before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. Once a member's claims for covered services in a calendar year exceed this deductible amount, benefits will begin.
- If a member and his/her dependents have **family coverage**, each calendar year they must satisfy the **family coverage deductible** before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once the family deductible has been satisfied it will not be necessary for anyone else in the family to meet a deductible in that calendar year. That is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. No one is eligible for benefits under family coverage until the entire family deductible has been satisfied.
- **Please note:** The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50.
- **Also note:** Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. *"Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network."*

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.

APPENDIX D

RETIREMENT COSTS

Cost of Retirements Scheduled at Evergreen Park 124 for FY 2012 to FY 2016

<u>Retiree</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Severance</u>	<u>Severance/Yr</u>	<u>Fiscal Paid</u>
Scolum, Diane	\$ 87,479.00					\$ 17,557.20		
Weber, Gwen	\$ 72,279.00					\$ 14,455.80	\$ 32,013.00	2013
Madsen, Lana	\$ 87,786.00	\$ 93,053.16				\$ 18,610.63		
Sula, Rose	\$ 70,293.00	\$ 74,510.58				\$ 14,902.12		
Weber, Mary Ellen	\$ 64,377.99	\$ 68,240.67				\$ 13,648.13	\$ 47,160.88	2014
Eppley, DeEtte	\$ 88,203.72	\$ 93,495.95	\$ 99,105.70			\$ 19,821.14		
Paschke, Ray	\$ 78,313.00	\$ 83,011.78	\$ 87,992.49			\$ 17,598.50		
Toleikis, Phil	\$ 56,764.27	\$ 60,170.13	\$ 63,780.34			\$ 12,756.07	\$ 50,175.71	2015
Swanson, Sandra	\$ 69,871.41	\$ 74,063.69	\$ 78,507.51	\$ 83,217.96		\$ 16,643.59		
Huguelet, Denise	\$ 85,752.80	\$ 90,897.97	\$ 96,351.85	\$ 102,132.96		\$ 20,426.59	\$ 37,070.18	2016
Whittingham, Helen	\$ 60,429.00	\$ 64,054.74	\$ 67,898.02	\$ 71,971.91	\$ 76,290.22	\$ 15,258.04		
Collins, Marita	\$ 82,274.00	\$ 87,210.44	\$ 92,443.07	\$ 97,989.65	\$ 103,869.03	\$ 20,773.81		
Norton, Debra	\$ 82,274.00	\$ 87,210.44	\$ 92,443.07	\$ 97,989.65	\$ 103,869.03	\$ 20,773.81		
Parker, Susan	\$ 73,614.00	\$ 78,030.84	\$ 82,712.69	\$ 87,675.45	\$ 92,935.98	\$ 18,587.20		
Shine, Kim	\$ 82,274.00	\$ 87,210.44	\$ 92,443.07	\$ 97,989.65	\$ 103,869.03	\$ 20,773.81		
Thompson, Barb	\$ 53,949.00	\$ 57,185.94	\$ 60,617.10	\$ 64,254.12	\$ 68,109.37	\$ 13,621.87		
Wear, Meg	\$ 57,702.00	\$ 61,164.12	\$ 64,833.97	\$ 68,724.01	\$ 72,847.45	\$ 14,569.49		
Fudacz, Monica	\$ 61,881.00	\$ 65,593.86	\$ 69,529.49	\$ 73,701.26	\$ 78,123.34	\$ 15,624.67		
Kraft, Audrey	\$ 83,775.00	\$ 88,801.50	\$ 94,129.59	\$ 99,777.37	\$ 105,764.01	\$ 21,152.80		
Gleason, Patti	\$ 61,881.00	\$ 65,593.86	\$ 69,529.49	\$ 73,701.26	\$ 78,123.34	\$ 15,624.67		
Anzelmo, Laura	\$ 82,274.00	\$ 87,210.44	\$ 92,443.07	\$ 97,989.65	\$ 103,869.03	\$ 20,773.81		
Newquist, Mariellen	\$ 59,128.00	\$ 62,675.68	\$ 66,436.22	\$ 70,422.39	\$ 74,647.74	\$ 14,929.55		
Dixon, Mary	\$ 68,412.00	\$ 72,516.72	\$ 76,867.72	\$ 81,479.79	\$ 86,368.57	\$ 17,273.71		
Kobelt, Jean	\$ 69,963.00	\$ 74,160.78	\$ 78,610.43	\$ 83,327.05	\$ 88,326.68	\$ 17,665.34		
Boniecki, Dehila	\$ 83,775.00	\$ 88,801.50	\$ 94,129.59	\$ 99,777.37	\$ 105,764.01	\$ 21,152.80		
Gordon, Sue	\$ 66,910.00	\$ 70,924.60	\$ 75,180.08	\$ 79,690.88	\$ 84,472.33	\$ 16,894.47	\$ 285,449.83	2017
							\$ 451,869.60	
Base of all retirees w/ proposed raises	\$ 1,891,635.19	\$ 1,757,855.35	\$ 1,578,023.35	\$ 1,384,932.06	\$ 1,253,874.43			
Salaries with 6% increases		\$ 1,835,789.82	\$ 1,695,984.54	\$ 1,531,812.37	\$ 1,427,249.14			
Added cost of 6% increases		\$ 77,934.47	\$ 117,961.19	\$ 146,880.31	\$ 173,374.71	\$ 516,150.69		

Evergreen Park Elementary School District #124

FY 2012-19 Retiree Insurance Projections - Current Retirees				
Name	Remaining years coverage	Monthly Amount	Total Projected Cost	
Booton, Al	3	\$174.01	\$6,264.36	
Christakos, Mike	1	\$410.33	\$4,923.96	
Cochonour, Donna	1	\$410.33	\$4,923.96	
Diver, Ruth	0.5	\$410.33	\$2,461.98	
Kelly, Bette	2	\$410.33	\$9,847.92	
Kelly-Solum, Diane	7	\$410.33	\$34,467.72	
Lupori, Charles	3	\$410.33	\$14,771.88	
McGrath, Marianne	1	\$205.17	\$2,462.04	
Miller, Linda	5	\$410.33	\$24,619.80	
Nickerson, Joyce	1	\$410.33	\$4,923.96	
O'Neill, Sheila	4	\$410.33	\$19,695.84	
Polaski, Sonya	5	\$452.00	\$27,120.00	
Riebel, Barbara	0.5	\$174.01	\$1,044.06	
Telander, Patricia	2	\$410.33	\$9,847.92	
Weber, Gwyn	5	\$410.33	\$24,619.80	
		\$5,518.82	\$191,995.20	

Cost of Insurance for Future Retirees for FY 2013 to FY 2026

9/6/2012

<u>Declared Retiree</u>	<u>Years Eligible</u>	<u>Annual</u> <u>Ins. Coverage</u>	<u>Projected</u> <u>Cost</u>
Madsen, Lana	9	\$ 4,849	\$ 43,643
Sula, Rose	5	\$ 4,849	\$ 24,246
Weber, Mary Ellen	N/A	\$ 4,849	-
Eppley, DeEtte	6	\$ 4,849	\$ 29,095
Paschke, Ray	6	\$ 4,849	\$ 29,095
Tolekis, Phil	3	\$ 4,849	\$ 14,548
Swanson, Sandra	1	\$ 4,849	\$ 4,849
Huguelet, Denise	4	\$ 4,849	\$ 19,397
Whittingham, Helen	N/A	\$ 4,849	-
Collins, Marita	7	\$ 4,849	\$ 33,944
Norton, Debra	0.5	\$ 4,849	\$ 2,425
Parker, Susan	7	\$ 4,849	\$ 33,944
Shine, Kim	8	\$ 4,849	\$ 38,794
Thompson, Barb	4	\$ 4,849	\$ 19,397
Wear, Meg	9	\$ 4,849	\$ 43,643
Fudacz, Monica	6	\$ 4,849	\$ 29,095
Kraft, Audrey	1	\$ 4,849	\$ 4,849
Gleason, Patti	6	\$ 4,849	\$ 29,095
Anzelmo, Laura	7	\$ 4,849	\$ 33,944
Newquist, Mariellen	7	\$ 4,849	\$ 33,944
Dixon, Mary	2	\$ 4,849	\$ 9,698
Kobelt, Jean	6	\$ 4,849	\$ 29,095
Boniecki, Dehilia	5	\$ 4,849	\$ 24,246
Gordon, Sue	N/A	\$ 4,849	-
	TOTAL PROJECTED INSURANCE COSTS:		\$530,987

APPENDIX E

CONTRACT LANGUAGE FOR BOARD'S FINAL OFFER

SALARY, INSURANCE AND RETIREMENT

(additions; deletions)

ARTICLE IX

COMPENSATION AND BENEFITS

A. Salary

1. During the term of this Agreement, bargaining unit members shall be paid in accordance with the compensation schedules calculated as stated below and attached to the end of this Agreement as Appendix A - Certified Salary Schedules, Appendix B - Classified Salary Schedules, Appendix C – Extra Duty Schedule, and Appendix D - SWIC Conference Stipends.

Certified and non-certified staff employed by the Board shall receive the following Salary increases, including step increases, based on Appendices A and B to the 2010-2012 Agreement and the 2011-2012 Salary Schedules:

2012-2013 1.5% over his/her 2011-2012 Salary

2013-2014 3.0% over his/her 2012-2013 Salary

2014-2015 Increase each employee's salary for the 2013-2014 school year by the "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2012, as published by the United States Department of Labor, and used for PTELL purposes, but not less than one percent (1%) or greater than three percent (3%).

2015-2016 Increase each employee's salary for the 2014-2015 school year by the "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2013, as published by the United States Department of Labor, and used for PTELL purposes, but not less than one percent (1%) or greater than three percent (3%).

Appendix C – Extra Duty Schedule and Appendix D - SWIC Conference Stipends shall be increased for each year of this Agreement at the same percentage as the salary increases reflected above.

However, none of the foregoing increases shall be provided in the event that PTELL or other Illinois law is amended to make the extension limitation 0% if the District's total equalized assessed valuation (EAV) is lower than the prior year (e.g., see SB 2073 and 2862).

~~The salary increase for the 2010-2011 school year will be applied on the November 12, 2010 payroll. The one-time stipend for 2010-2011 (see below) and retroactive pay for 2010-2011 prior to the tentative agreement will be paid by the November 12, 2010 payroll. Timesheets for work completed subsequent to June 30, 2010 shall be paid by November 26, 2010.~~

~~a. — Certified Staff — Additional Compensation~~

~~For 2010-2011, a certified staff member shall be paid a one-time stipend of 1% of his/her 2009-2010 salary by November 12, 2010.~~

~~For 2011-2012, a certified staff member shall be paid a one-time stipend of .75% of his/her 2010-11 salary by September 16, 2011.~~

~~A certified staff member shall be paid an additional one-time bonus of .75% of his/her 2010-2011 salary if 70% of District students meet or exceed individual target growth in reading, and a .25% one-time bonus of his/her 2010-2011 salary if 65% of District students meet or exceed individual target growth in math, all as measured by NWEA MAP assessment (i.e., using fall 2011 and spring 2012 data). Such bonus(es) shall be paid by June 30, 2012.~~

~~b. — Classified staff:~~

~~For 2010-2011, a classified staff member shall be paid a one-time stipend of .75% of his/her 2009-2010 salary November 12, 2010.~~

~~For 2011-2012, a classified staff member shall be paid a one-time stipend of .75% of his/her 2010-2011 salary September 16, 2011.~~

~~A classified staff member shall be paid an additional one-time bonus of .15% of his/her 2010-2011 salary if 70% of District students meet or exceed individual target growth in reading, and a .10% one-time bonus of his/her 2010-2011 salary if 65% of District students meet or exceed individual target growth in math, all as measured by NWEA MAP assessment (i.e., using fall 2011 and spring 2012 data). Such bonus(es) shall be paid by June 30, 2012.~~

2. Full credit may be granted on this salary schedule for a maximum of ten (10) years of successful teaching experience earned while fully certified and regularly assigned as a teacher in an accredited elementary or secondary school. Additional credit beyond ten (10) years may be granted at the Board's discretion.

3. Additional Compensation

a. Certified Staff

A certified staff member shall be paid the following additional one-time bonuses as a percentage of his/her prior year's salary (i.e., not including a prior year's Additional Compensation) if the indicated percentage of students meet their individual target growth in reading or math, all as measured by NWEA MAP assessment (i.e., using fall and spring data for each school year). If the targets are attained, such bonus(es) shall be paid by June 30 each year.

<u>Year</u>	<u>Subject</u>	<u>Percentage of Students</u>	<u>Bonus</u>
<u>2012-13</u>	<u>Reading</u>	<u>65.9%</u>	<u>.75%</u>
	<u>Math</u>	<u>70.7%</u>	<u>.25%</u>
<u>2013-14</u>	<u>Reading</u>	<u>68.9%</u>	<u>.75%</u>
	<u>Math</u>	<u>73.9%</u>	<u>.25%</u>
<u>2014-15</u>	<u>Reading</u>	<u>72.0%</u>	<u>.75%</u>
	<u>Math</u>	<u>77.2%</u>	<u>.25%</u>
<u>2015-16</u>	<u>Reading</u>	<u>75.2%</u>	<u>.75%</u>
	<u>Math</u>	<u>80.7%</u>	<u>.25%</u>

b. Non-certified staff

A non-certified staff member shall be paid the following additional one-time bonuses if the indicated percentage of students meet their individual target growth in reading or math, all as measured by NWEA MAP assessment (i.e., using fall and spring data for each school year). If the targets are attained, such bonus(es) shall be paid by June 30 each year.

<u>Year</u>	<u>Subject</u>	<u>Percentage of Students</u>	<u>Bonus</u>
<u>2012-13</u>	<u>Reading</u>	<u>65.9%</u>	<u>\$75.00</u>
	<u>Math</u>	<u>70.7%</u>	<u>\$25.00</u>
<u>2013-14</u>	<u>Reading</u>	<u>68.9%</u>	<u>\$75.00</u>
	<u>Math</u>	<u>73.9%</u>	<u>\$25.00</u>
<u>2014-15</u>	<u>Reading</u>	<u>72.0%</u>	<u>\$75.00</u>
	<u>Math</u>	<u>77.2%</u>	<u>\$25.00</u>

2015-16	Reading	75.2%	\$75.00
	Math	80.7%	\$25.00

- ~~3-4.~~ ~~Social Workers and s~~**Speech** pathologists will be initially placed on the MA 30 lane.
- ~~4-5.~~ In addition to the annual salary paid to the teachers ~~as shown on the compensation schedules (Appendices D, E, and F),~~ the Board shall pay on behalf of the teacher to the State of Illinois Teachers' Retirement System (TRS) 4.5% of the required contributions to said pension system. The teacher shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. The Board and teacher acknowledge that the teacher did not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to TRS, and further acknowledge that such contributions are made as a condition of employment to secure the teacher's future services, knowledge, and experience. The remaining portion of the teacher's required contribution to TRS and the contribution to the Teachers' Health Insurance Security Fund will be deducted from the salary of each teacher.
- ~~5-6.~~ The starting salary of a new non-certified employee with previous experience will be determined by the Superintendent. No new employee begin at a step higher than step 5.
- ~~6-7.~~ Pay days shall be on alternating Fridays beginning not later than the second Friday following the first day of school each school year. A new bargaining unit member will be paid on a twenty-six (26) consecutive paycheck schedule and by direct deposit. Current bargaining unit members will be paid on a twenty-six (26) consecutive paycheck schedule. Current bargaining unit members who are not utilizing direct deposit may elect, but are not required, to add direct deposit at any time. Bargaining unit members who participate in direct deposit may not withdraw such elections.

ARTICLE IX

COMPENSATION AND BENEFITS

K. Insurance

1. Group Medical, Dental and Vision

The Board shall provide each bargaining unit member an amount annually (pro-rated for less than one (1) year of employment) to be used to reduce the costs of Group Medical, Dental (optional to the bargaining unit member) and Vision insurance premiums, and in the case of the employee's participation in the HSA Plan to the employee's HSA ("Health Savings Account"), up to at the following amounts. rate:

- a. ~~The Board shall contribute 90% of toward the cost of the bargaining unit member's individual medical, dental and vision premium.~~
- b. ~~In the event that a bargaining unit member elects family or single plus one coverage, the Board will contribute 75% of toward the medical dental and vision premium costs.~~

a. Board Contribution to PPO Plans:

	<u>7/1/12 - 12/31/12</u>	<u>1/31/13 - 6/30/13</u>	<u>2013-2016</u>
<u>Single</u>	90%	<u>\$ 2,943</u>	<u>\$ 5,886</u>
<u>Single + 1</u>	75%	<u>\$ 5,427</u>	<u>\$10,854</u>
<u>Family</u>	75%	<u>\$ 6,368</u>	<u>\$12,735</u>

b. Board Contribution to HMO Plan:

	<u>2012 - 2013</u>	<u>2013 - 2014</u>
<u>Single</u>	90%	<u>\$ 4,994</u>
<u>Single + 1</u>	75%	<u>\$ 8,640</u>
<u>Family</u>	75%	<u>\$ 13,163</u>

For 2014-2015, increase Board contribution for 2013-2014 by "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2012, as published by the United States Department of Labor and used for PTELL purposes, not to exceed five percent (5%).

For 2015-2016, increase Board contribution for 2014-2015 by "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2012, as published by the United States Department of Labor and used for PTELL purposes, not to exceed five percent (5%).

c. Board Contributions to HSA Plan and to the employee's HSA (beginning January 1, 2013):

<u>On 1/1/13</u>	<u>HSA Plan*</u>	<u>HSA**</u>
<u>Single</u>	<u>\$ 2,943</u>	<u>\$ 1,300</u>
<u>Single + 1</u>	<u>\$ 5,427</u>	<u>\$ 1,500</u>
<u>Family</u>	<u>\$ 6,368</u>	<u>\$ 2,000</u>

* Prorated for one-half year

** A full year's allotment

<u>2013 – 2014</u>	<u>HSA Plan</u>	<u>HSA</u>
<u>Single</u>	<u>\$ 6,063</u>	<u>\$ 1,339</u>
<u>Single + 1</u>	<u>\$ 11,180</u>	<u>\$ 1,545</u>
<u>Family</u>	<u>\$ 13,674</u>	<u>\$ 2,060</u>

One half of the Board's contribution to the HSA shall be made on January 1, 2014 and the other half on July 1, 2014 for employees returning to the District for the 2014-2015 school year. The HSA contribution will be prorated for an employee who begins work after July 1 of a school year.

For 2014-2015, increase Board contributions to HSA Plan and HSA for 2013-2014 by "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2012, as published by the United States Department of Labor and used for PTELL purposes, not to exceed five percent (5%). One half of the Board's contribution to the HSA shall be made on January 1, 2015 and the other half on July 1, 2015 for employees returning to the District for the 2015-2016 school year. The HSA contribution will be prorated for an employee who begins work after July 1 of a school year.

For 2015-2016, increase Board contributions to HSA Plan and HSA for 2014-2015 by "Consumer Price Index (CPI – U) for Urban Consumers" for calendar year 2013, as published by the United States Department of Labor and used for PTELL purposes, not to exceed five percent (5%). One half of the

Board's contribution to the HSA shall be made on January 1, 2016 and the other half on July 1, 2016 for employees returning to the District for the 2016-2017 school year. The HSA contribution will be prorated for an employee who begins work after July 1 of a school year.

Except for a special open enrollment prior to January 1, 2013, changes in medical coverage may only be made annually during the month of June to become effective July 1st. The only time a change to medical coverage will be allowed other than June would be during a qualifying event. Qualifying events include marriage, divorce, birth/adoption of a child and loss of a spouse's coverage. Evidence of insurability may be required before the insurance can become effective.

~~If Plan E medical coverage is no longer available, the Board and the Union, with the recommendation of the Insurance Committee, will endeavor to find a policy of insurance that provides comparable benefits at a comparable cost.~~

The Board shall establish and maintain a "flexible benefits plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a bargaining unit member may elect to have the Board reduce his or her pay and contribute such amounts, in accordance with the plan document, towards the premiums for the District's health, dental and vision insurance plans which are not paid by the Board. The Board shall pay the administrative costs and expenses for maintaining the plan. The Board does not warrant that the payment reductions made in the amounts as listed on the compensation schedule by the Board for the bargaining unit member as set forth above are deemed excludable from the bargaining unit member's gross wages, and as such, the Union and each individual bargaining unit member shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of insurance premiums in accordance with the provision of the flexible benefits plan.

~~For the 2011-2012 school year of this Agreement, the Board shall implement a health reimbursement account in the following amounts for employees who elect coverage under the District's PPO plan:~~

Coverage	Benefit
Single	\$150.00
Single + 1	\$300.00
Family	\$300.00

~~Funds that are not reimbursed to the employee for the year will not roll over to a succeeding year.~~

ARTICLE IX

COMPENSATION AND BENEFITS

O. Retirement Benefits

1. Certified Staff

a. Eligibility

The Board shall provide retirement benefits to certified staff with a minimum of ~~fifteen (15)~~ **twenty (20)** years full time employment in District 124 and who are at least 55 years of age by December 31 of the retirement year. To be eligible, a certified staff member must submit a letter of intent to retire to the Superintendent by May 1 of the school year prior to which benefits will begin, **but in no event later than May 1, 2015, to retire not later than June 2018.** **However, in order to be eligible for any retirement benefits under this provision, the certified staff member must not have received an increase in creditable earnings in any year used by TRS to calculate his/her pension that will cause the Board to pay an employer contribution or penalty to TRS.**

b. Salary Increase(s)

1. Under the retirement plan, an eligible certified staff member at least 55 years of age and with 35 years of creditable service under the TRS retirement benefits provisions, or a certified staff member who is age 60 or over, will receive an benefit equal to a 6% increase in the prior year's base salary for each of up to the last **three (3)** ~~four (4)~~ years prior to retirement **not later than June 2016, to be calculated as follows for the school years indicated below:**

2013-2014 - Increase certified staff member's base salary for 2012-2013 by "Consumer Price Index (CPI - U) for Urban Consumers" for calendar year 2011 (3.0%), as published by the United States Department of Labor and used for PTELL purposes, plus two percent (2%), for a total of five percent (5%).

2014-2015 - Increase certified staff member's base salary for 2013-2014 by "Consumer Price

Index (CPI – U) for Urban Consumers” for calendar year 2012, as published by the United States Department of Labor, and used for PTELL purposes, plus two percent (2%), but not to exceed a total of five percent (5%).

2015-2016 - Increase certified staff member’s base salary for 2014-2015 by “Consumer Price Index (CPI – U) for Urban Consumers” for calendar year 2013, as published by the United States Department of Labor, and used for PTELL purposes, plus two percent (2%), but not to exceed a total of five percent (5%).

In the event a certified staff member is unable to give three (3) ~~four (4)~~ years notice, the Board will provide a benefit equal to 6% the above increases in the prior year’s base salary for each of the last ~~three (3)~~, two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.

2. If an eligible certified staff member at least 55 years of age and with less than 35 years of creditable service under the TRS retirement benefits provisions chooses the TRS Discounted Retirement Annuity, s/he will receive an benefit equal to a 6% increase in the prior year’s base salary for each of the last ~~four (4)~~ three (3) years prior to retirement not later than June 2017, to be calculated as provided in subsection b.1. above. In the event a certified staff member is unable to give ~~four (4)~~ three (3) years notice, the Board will provide a benefit equal to 6% the increase in the prior year’s base salary as provided in subsection b.1. above for each of the last ~~three (3)~~, two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.
- ~~3. If a certified staff member retires under the TRS Early Retirement Option (known as Modified ERO) (i.e., with less than 35 years of service or under age 60), the certified staff member will receive a benefit equal to a 6% increase in the prior year’s base salary for each of the last four (4) years prior to retirement.~~

~~In the event a certified staff member is unable to give four (4) years notice, the Board will provide a benefit equal to 6% increase in the prior year’s base salary for each of the last~~

~~three (3), two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher. However, if the teacher's total increase in creditable earnings for any year used by TRS to calculate the teacher's pension exceeds 6%, the teacher will be ineligible for this benefit.~~

The compensation benefits shall be distributed evenly over the certified staff member's regular payroll.

For purposes of determining a certified staff member's "base salary" under this Section, the longevity stipends will be included. In addition, other stipends will be included if the certified staff member has earned the stipend(s) prior to the beginning of the certified staff member's receipt of a retirement related salary increase, and continues to perform the stipend duties until retirement. Subject to the foregoing, "other stipends" for purposes of determining "base salary" will be deemed to include Extra Duty Stipends and SWIC Conference Stipends on Appendices C and D and Summer School.

c. Accumulated Sick Leave Severance Bonus

In addition to the above compensation benefit, the Board shall pay to an eligible retiring certified staff member \$25.00 per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred fifty (250) days, which a certified staff member has accrued. This payment shall be made as a severance payment by August 15 following the last full school year of employment.

d. ~~_____~~ Additional Severance Bonus

~~In addition to the above compensation benefit and the accumulated sick leave severance bonus, the Board shall also pay to a retiring teacher, except for a teacher who retires under the TRS Early Retirement Option (known as Modified ERO), an additional severance bonus of twenty percent (20%) of the teacher's last year's base salary. Such severance bonus shall be paid in January following the completion of the last full school year of employment. If the teacher's total increase in creditable earnings for any year used by TRS to calculate the teacher's pension exceeds 6%, and the Board incurs a penalty, the teacher will be ineligible for the additional severance bonus. However, the Board may exercise its discretion to offer the additional severance bonus to a teacher ineligible on such basis; the Board exercise of its discretion to grant or deny the additional severance bonus shall be deemed non-precedential in effect and shall not be subject to the grievance procedures. A teacher who retires under the TRS Early Retirement Option (known as Modified ERO) will not be eligible for the~~

~~additional severance bonus.~~

e d. Death Benefit

In the event any certified staff member approved for retirement benefits dies before the end of the school term, the certified staff member's estate shall be paid the remaining salary for the current school term and the sick leave severance bonus due. ~~Additionally, in the event that a certified staff member dies after April 1 of their final year before retirement, their estate will also be paid the 20% severance bonus.~~

f e. Rescission of Intent to Retire

The Board may rescind a certified staff member's notification of intent to retire for one of the following reasons:

1. Death of the retiree's spouse, child, parent, or parent-in-law; or
2. Other reasons of compelling emergency as determined solely by the Board, and not revisable, said reasons to be non-precedential with respect to granting or denying requested changes in retirement election.

If the Board rescinds a certified staff member's notification of intent to retire for one of the above reasons, the certified staff member shall reimburse the Board any retirement benefits received. The certified staff member shall have a period of six (6) months in which to complete the reimbursement.

g f. Post-retirement Services

The Board shall have the option to allow a retired certified staff member to perform services for the District as a consultant or as a self-employed contractor. A retiree may apply for substitute status or other non-permanent positions.

h g. Indemnification/Hold Harmless

The Union shall hold the Board harmless from and will indemnify the Board from any and all suits, claims for taxes, and otherwise against the District as a result of the Board's participation in this retirement provision.

i. ~~Retirement Re-opener~~

[NOTE: This subsection is replaced by new Section 3 below.]

~~In the event that the Pension Code is amended or the Illinois Teachers' Retirement System adopts final rules that modify the employer's penalty for increases in creditable earnings in excess of 6% under 40 ILCS 16-158(f), the Board and the Union agree that negotiations to address retirement benefits will be reopened within sixty (60) days of notice by either party.~~

2. Non-Certified Staff

a. Eligibility

Bargaining unit **Non-certified staff** members may elect to participate in the retirement incentive program provided they have a minimum of ~~fifteen (15)~~ **twenty (20)** years of full-time service in District 124 and creditable service with the Illinois Municipal Retirement Fund and meet all other requirements as set forth by the Illinois Municipal Retirement Fund. To be eligible, the **non-certified** employee must also be at least fifty-five (55) years of age by December 31 of the retirement year and must notify the Board not less than six (6) months prior to the proposed date of retirement, **but in no event later than January 1, 2016 and to retire not later than June 30, 2016. However, in order to be eligible for any retirement benefits under this provision, the non-certified staff member must not have received an increase in earnings in any year used by IMRF to calculate his/her pension that will cause the Board to pay an employer contribution or penalty to IMRF.**

~~Each bargaining unit member participating in this program will receive a bonus of three hundred fifty dollars (\$350.00) for each full year of service to District 124.~~

b. Accumulated Sick Leave Severance Bonus

~~In addition~~ **The Board shall pay to each eligible full-time non-certified employee an additional amount of \$25.00 per day for any unused accumulated sick days not to exceed two hundred fifty (250) days. In the event the employee chooses to claim service credit with the Illinois Municipal Retirement Fund for unused sick days, then those days are not eligible for bonus payment. This payment shall be made as a severance payment by August 15 following the last full school year of employment.**

~~This one time severance payment shall be considered as salary and shall be subject to IMRF, IRS, and Social Security regulations in effect at the time. This severance payment will be distributed over the last four (4) months paychecks.~~

c. Death Benefit

In the event any non-certified staff member approved for retirement benefits dies before the end of the school term, the non-certified staff member's estate shall be paid the remaining salary for the current school term and the sick leave severance bonus due.

d. Rescission of Intent to Retire

The Board may rescind a non-certified staff member's notification of intent to retire for one of the following reasons:

1. Death of the retiree's spouse, child, parent, or parent-in-law; or
2. Other reasons of compelling emergency as determined solely by the Board, and not revisable, said reasons to be non-precedential with respect to granting or denying requested changes in retirement election.

e. Indemnification/Hold Harmless

The Union shall hold the Board harmless from and will indemnify the Board from any and all suits, claims for taxes, and otherwise against the District as a result of the Board's participation in this retirement provision.

3. Retirement Re-opener

If the Pension Code is amended during this Agreement and such amendments increase Employer contributions to TRS or IMRF, the Board may notify the Union in writing that this Agreement's retirement provisions shall no longer be in force or effect. Following written notice to the Union and the affected employees, the Board shall immediately begin recouping any benefits provided under this Agreement through payroll deduction.

If the Board provides notice to the Union that this Agreement's retirement provisions shall no longer be in force or effect, the Union may request to re-open negotiations concerning retirement benefits. The parties shall begin negotiations at a time of mutual convenience within thirty (30) days of such request.

P. Retirement Health Benefits

1. Certified

~~The Board shall provide~~ **For** each certified staff member with ~~fifteen (15)~~ **twenty (20)** years of consecutive service in the District who retires from employment **by the District**, in accordance with the Illinois Teachers' Retirement System's general retirement programs, **is eligible for a retirement benefit under Section O.1. or 2 above and to participate in the TRS group health plan**, the Board shall contribute towards the cost of individual health insurance coverage in the TRS group health plan **for up to five (5) years following the date of retirement or** until the retiree becomes eligible for Medicare Benefits, **whichever is earlier.** ~~or if~~ **If the certified staff member is** not eligible for Medicare, **such payment shall cease** at age 65.

For any certified staff member who **is eligible to participate in the TRS group health plan and** provides written notice of retirement to the Superintendent prior to the May 1 deadline set forth in Section O.1. **or 2** above preceding the effective date of intended retirement, **but in no event later than May 1, 2015 and for retirement not later than June 2018,** the Board's contribution to the individual retiree's TRS group health insurance premium ~~shall not exceed 90% of the cost of the last premium for individual coverage under the plan option available at the lowest cost to District certified staff members on the date of retirement, or 100% of the premium for individual coverage under the lowest cost TRS managed care program option, whichever is less~~ **for each month of the staff member's eligibility shall be a fixed amount set at 50% of the cost of the District's HMO Plan premium as of July 1 following his/her retirement.**

2. Non-Certified

The Board shall provide each non-certified staff member with ~~fifteen (15)~~ **twenty (20)** years of consecutive service in the District who retires from employment **by the District**, in accordance with the Illinois Municipal Retirement System, with a contribution towards the cost of the premium for individual health insurance coverage for up to five (5) years following the date of retirement. For a non-certified staff member who provides written notice of retirement to the Superintendent prior to the deadline set forth in Section O.2. ~~above preceding the effective date of intended retirement,~~ **but in no event later than January 1, 2016 and to retire not later than June 30, 2016,** the Board's contribution to the individual retiree's group health insurance premium ~~shall not exceed 90% of the cost of the last premium for individual coverage under the plan option available at the lowest cost to District certified staff members on the date of retirement, or 100% of the premium for individual coverage under the lowest cost IMRF managed care plan program option (if any), whichever is~~

less for each month of the staff member's eligibility shall be a fixed amount set at 50% of the cost of the District's HMO Plan premium as of July 1 following his/her retirement.

3. To be eligible for the health insurance benefit, the a certified or non-certified retiring employee must have been enrolled in the district's health insurance plan effective July 1 prior to the year of retirement. This provision can be waived in the case of a qualifying event. A qualifying event is defined as:

- a. Death in the retiree's immediate family; or
- b. The loss of health insurance which was to be provided by a spouse; or
- c. Other reasons of compelling emergency as determined solely by the Board.

3. Revision of Retirement Health Benefits

In the event that the Equal Employment Opportunity Commission or a court of competent jurisdiction rules that the termination of the health benefits formerly provided under this Section P at the time of the retiree's Medicare eligibility or age 65 is not permitted under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, or such Acts are amended to achieve the same effect, either the Board or the Union may provide notification to renegotiate retirement health benefits. Bargaining will begin within sixty (60) days. The parties agree to negotiate for sixty (60) days at which time if no agreement has been reached the Board may suspend paying its contribution towards the retirees' health insurance. The retirees may continue to pay for their health insurance until an agreement is reached.

**ADD THE FOLLOWING NEW LANGUAGE TO THE CONTRACT AS A
CONDITION OF CONTINUING ANY RETIREMENT BENEFIT**

Q. Limitation on Increases in Total Compensation.

1. This subsection 1 applies only to employees who are eligible to retire or within four (4) years of retirement eligibility under the Illinois Teachers' Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF). "Eligible to retire or within four (4) years of retirement eligibility" is defined as a school year during which an employee reaches age 51, including by December 31 following the end of the school year. Any such employee whose movement on a salary schedule, plus Extra Duty and SWIC Stipends, would generate an increase in total earnings under TRS or IMRF over the prior

school year of more than 6% shall be moved off his/her salary schedule (if any) and from the Extra Duty pay and SWIC Conference Stipend stated in the Appendices and shall receive an increase in total earnings of 6%. For each school year that follows, if such employee's placement (based on then-current degrees and experience) on a salary schedule (if any), including the Extra Duty pay and SWIC Conference Stipends stated in the Appendices, would result in a total increase of more than 6%, the employee's total increase will be limited to 6%. Such employee will be returned to a salary schedule (if any) and receive the stated pay for Extra Duty and SWIC Conference Stipends reflected in the Appendices for the school year wherein the total increases will be 6% or less. The Union accepts equal responsibility for the inclusion of this subsection 1 in the Agreement.

2. No payment to any employee will result in any employer contribution or penalty to the Board, and if any contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee's salary, Extra Duty pay and SWIC Conference Stipend retroactively to avoid the contribution or penalty (i.e., limit the increase to a maximum of 6%, or such other amount that is necessary to avoid an employer contribution or penalty payment by the Board to TRS or IMRF).

APPENDIX F

ALL TENTATIVE AGREEMENTS TO DATE

Ground Rules for Negotiations – Evergreen Park Elementary School District 124

Evergreen Park Board of Education (Board) and Evergreen Park Federation of Teachers (Local 943)

- 1) The parties agree to use the tenets and structures of Issues and Interests Bargaining.
- 2) The date, time and duration for each bargaining session will be determined by mutual agreement.
- 3) An agenda for each session will be jointly developed prior to the meeting and distributed to all members of the bargaining team. Following the first meeting, each party shall present their interests on the Issues scheduled on the agenda for the succeeding meetings. Following discussion of the parties' respective interests, it shall be the responsibility of the party presenting an Issue to present its proposal. In the event that both parties have identified the same Issue as its own, the parties shall simultaneously exchange their proposals on the Issue.
- 4) The parties agree to present and define all issues at the first scheduled meeting. The parties agree that in addition to financial items and vacancies, the number of issues shall be limited to two (2) each. After that time, no new issues will be considered unless there is an agreement by the parties or if the legislature passes legislation that must be addressed for financial or other reasons.
- 5) Time spent in negotiations by bargaining unit employees will be considered non-work time. Provided, however, any member of Local 943's team that is excused from regular duties to attend a joint session shall suffer no loss in compensation.
- 6) The parties agree that working from shared information; particularly within the economic realm, is the most effective means of reaching agreement. The parties agree to share economic data and establish a secure means of electronic transferal of information including D124 email.
- 7) Each side will make every effort to be prepared for each session.
- 8) Full participation by all members is encouraged.
- 9) The negotiating session shall be open to the respective negotiating teams for the Local 943 and the Board only. *
- 10) Audio or video recording or transmitting devices of any kind shall not be utilized in the negotiating room. Both sides reserve the right to take notes during negotiations.
- 11) For purposes of presenting Issues and Interests, there will be one official set of notes recorded on flip charts throughout the day. The Board will take the charts and record information to be distributed to the negotiating team prior to the next session. Both parties agree that an alternative method of distributing notes via still pictures, taken by the Local 943, which capture the contents of the flipchart pages, is also acceptable.
- 12) Caucuses should be kept to a minimum during the presentation of Issues and Interests. Thereafter, each side shall endeavor to inform the other as to the expected length of a caucus, and the parties will together determine whether the negotiations shall terminate for the day.

* THE PARTIES AGREE THAT INFORMATION FROM NEGOTIATIONS SESSIONS WILL NOT BE PUBLISHED BEFORE THE 6/1/12 NEGOTIATIONS SESSION. THE PARTIES ARE NOT IN AGREEMENT REGARDING PUBLICATION AFTER THE 6/1/12 NEGOTIATIONS SESSION.

4/27/12

- 13) All tentative agreements shall be reduced in writing, initialed and dated by each side at the meeting which the written tentative agreement is reached. Initialed provisions are subject to change by the parties only by mutual agreement.
- 14) All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any items shall be considered effective until an overall agreement is reached and ratified by both sides.
- 15) An agreement reached cannot be changed by disagreement of someone absent at the meeting in which the agreement was reached.
- 16) When a tentative agreement is reached on all issues, it will be submitted to the Local membership for ratification. The Local 943 bargaining team will use their best efforts to secure ratification. Following ratification by the Local 943, the overall tentative agreement will then be submitted to the Board. The Board bargaining team will use their best efforts to secure ratification.
- 17) Shall either party fail to ratify the entire agreement, then only those original issues will be the subject of bargaining, unless otherwise mutually agreed between the Board and the Local 943. Negotiations will be resumed at a mutually agreeable time.
- 18) The parties jointly agree that FMCS facilitators can be brought into the bargaining process for procedural consultation or direct facilitation.
- 19) In the event that mediation is necessary, the services of an FMCS Mediator will be sought.
- 20) In the event the negotiating teams are unable to negotiate an agreement using Issues and Interests Bargaining the following will apply:
 - A. The parties agree to adjourn the negotiations to allow each side to prepare for a traditional bargaining on those items for which no tentative agreement exists.
 - B. The parties agree to use the shared data generated by the parties during the Interest Based Bargaining.
 - C. The parties will not re-negotiate any matters for which a tentative agreement had been reached except by mutual agreement.
- 21) There will be one and only one conversation.
- 22) Ground rules can be amended by both parties if agreed upon.

**Board of Education Evergreen Park
Elementary School District 124**

By: Alan T. Siga

Date: 4/27/12

**Evergreen Park Federation of Teachers
Local 943**

By: [Signature]

Date: 4/27/2012

Union Proposal

May 22, 2011

T.A. 5/22/12
J.A. 5/22/12
Alent. Sig

Article III Union Rights:

G. Availability of Agreement

The Board shall provide each bargaining unit member with a copy of the Agreement upon his/her hiring by the District. **The Board and the Union shall share the cost of printing the Agreement equally. The form of the Agreement shall be mutually agreeable.**

ARTICLE IV

WORKING CONDITIONS

T. A. 6/1/12
Alen T. Sagan
Orby

A. Certified Staff Work Responsibilities

E. Evaluations

1. Certified Evaluations

Evaluations shall be performed for all teachers subject to the following procedures:

- a. Evaluation is an ongoing process and includes expedient communication between the evaluator and the teacher of formally and informally observed performance and suggestions for improvement.
- b. All formal observations of a teacher shall be conducted openly. Teachers will be notified in advance of a formal evaluation not later than the end of the previous work day.
- c. A formal evaluation shall include a classroom observation of not less than thirty (30) minutes.
- d. Each full time tenured teacher will be formally evaluated in writing at least once every two (2) years.
- e. Each non-tenured teacher will be formally evaluated in writing twice each year during his/her probationary period ~~the first four (4) years of employment~~. Each formal evaluation shall be based upon at least one (1) observation.
- f. Within two (2) months after the beginning of each school term, the evaluator shall acquaint teachers under his/her supervision with the teacher evaluation procedures, standards, and instruments to be used.
- g. Formal evaluation will include a conference, held within fifteen (15) work days of the latest formal observation, between the evaluator and the teacher, at which time a copy of the written evaluation will be given to the teacher.
- h. Any teacher who disagrees with an evaluation in part or whole shall

J.A. Alant. Goya 6/1/12
Orfger

have the right to attach a rebuttal within thirty (30) work days from the formal evaluation conference.

- i. Unless otherwise required by law, the evaluation instrument shall remain in full force and effect for the duration of this Agreement or until a revision is prepared by a joint committee of equal numbers of teachers and administrators. The parties understand and acknowledge that the evaluation ratings of teachers required by the evaluation instrument are not subject to the grievance and binding arbitration procedures set forth in Article VI of this Agreement.
- j. In accordance with the School Code, a professional development plan shall be developed in consultation with the teacher who has entered upon contractual continued service (tenure) and who receives an overall rating of "needs improvement" on his/her evaluation.
- k. If a remediation plan is to be developed and commenced for the teacher who has entered upon contractual continued service (tenure) and who has received an overall rating of "unsatisfactory" on his/her evaluation, the Union may provide a roster of qualified teachers (as defined in the School Code) employed by the District from whom a consulting teacher is to be selected by the evaluator. If the Union elects to provide a roster, it must be provided in writing to the Superintendent and the evaluator within fifteen (15) days of such evaluation. The roster shall contain the names of at least five (5) District teachers, each of whom meet the criteria for consulting teacher with regard to the teacher being evaluated, or the names of all District teachers so qualified if that number is less than five (5).

T. A. Alan T. Saja 8/9/12 11 Am
Submitted for Tentative Agreement
8/9/12

ARTICLE IV

WORKING CONDITIONS

A. Certified Staff Work Responsibilities

9. Just Cause Discipline

An employee who has attained contractual continued service (tenure) may be suspended without pay only for just cause. A probationary certified employee may be suspended without pay for more than three (3) days only for just cause. Such certified employees shall be afforded an opportunity to meet with his/her supervisor, or the Superintendent or Superintendent's designee, before implementing a suspension without pay or a recommendation for dismissal. If a suspension without pay is implemented for such certified employees in connection with a recommendation for dismissal, the Grievance Procedures shall not apply to such suspension.

B. Working Conditions Non-Certified Staff

5. Just Cause Discipline

A non-probationary non-certified employee may be suspended without pay and/or dismissed only for just cause. Such employee shall be afforded an opportunity to meet with his/her supervisor, or the Superintendent or Superintendent's designee, before implementing a suspension without pay or a recommendation for dismissal.

T. A. Alan V. Soga 8/9/12 11 AM



Submitted for Tentative Agreement
8/9/12

ARTICLE IV

WORKING CONDITIONS

C. Vacancy

1. A vacancy shall be defined as any current or newly created teaching, extra-curricular, stipend, or non-certified staff position within the bargaining unit. A position shall not be interpreted as a vacancy if that position is one which will not be filled.
2. Certificated Employee Annual Bid Process. During spring of each school year of this Agreement, the Administration shall initiate and conduct a Bid Process to identify and fill new and vacant certified bargaining unit positions which are projected for the following school year at the time the Process begins. During the Bid Process, the other provisions of this Section C (Vacancy) and Section D (Transfers) will not be effective for certified bargaining unit members. The Bid Process will proceed as follows:
 - a. By April 15 of each school year, certified employees who may be displaced for the following school year will be notified of their anticipated displacement.
 - (1) "Anticipated displacement" includes circumstances where the employee's position may be discontinued, where a non-tenured employee's part-time position is known to be expanding to full-time, or an employee's position is needed to implement the tenure rights of a teacher, including a teacher returning from leave.
 - (2) A part-time position held by a non-tenured certified employee which is known to be expanding to full-time at the time the Bid Process commences is deemed vacant and the employee shall be deemed displaced. However, if such expanding position is held by a tenured certified employee, such position will be offered first to such employee prior to the Bid Process. If the employee declines the full-time position, it shall be deemed vacant and subject to the Bid Process and the employee shall be deemed a volunteer.

- b. By April 30 of each school year, the Administration shall publish a list of new and vacant certified bargaining unit positions which are projected for the following school year along with an explanation of the Bid Process and a Bid Sheet (e.g., the explanation and Bid Sheet shall be similar in form to that used during the trial Bid Process in Spring 2012). The list of new and vacant certified positions shall identify the due date for certified employees to submit the Bid Sheet to the Superintendent of Schools. The specified due date shall not be earlier than ten (10) calendar days from publication of the list of new and vacant positions.
- c. Bid Sheets will be submitted to the Superintendent of Schools no later than 4:00 p.m. on the designated due date. The employee shall also provide a copy of his/her Bid Sheet to the building principal(s) where the new or vacant positions are located and to the Union President. A Bid Sheet not received in the Superintendent's Office by 4:00 p.m. on the designated due date will not be considered.
- d. Following the specified due date, the Administrative Staff shall meet to consider the Bid Sheets. When considering the Bid Sheets, consideration is first given to the Bid Sheets submitted by employees who may be displaced from their current positions, followed by the Bid Sheets submitted by non-displaced employees who are employed during the current school year. Requests from persons returning from a leave of absence are considered next. Non-displaced part-time employees will be considered last. However, it is understood that the process of assigning certified employees is complex and additional considerations are important. First, the certification (if required) and qualifications of each employee is a factor and these requirements must match the position. Second, employees returning from leave are guaranteed employment by contract and they must be placed in a position. Third, in consideration of placing "displaced" teachers, finding positions for employees returning from leave of absence, and certification/qualification issues, it may not be possible to honor all bid requests that are received. Finally, it is understood that the Administration, on behalf of the Board, exercises the Board's right under Article II Management Rights, Section A Board Prerogatives, to assign, transfer and determine qualifications of employees. Thus, the Administration shall make the final decision on filling the new or vacant positions, and may also elect to reject all Bid Sheets for a new or vacant position and utilize the normal vacancy

process to fill a position.

- e. Employees will be notified of the results of the bid process by no later than five (5) days prior to the last day of student attendance.

Following the completion of the Bid Process, the District will return to the implementation Sections C (Vacancy) and D (Transfers) for certificated bargaining unit members.

23. Following the completion of the annual Bid Process, or for a vacancy arising during a school term before the Bid Process begins, the Board shall post a notice of established and available vacancies on each school bulletin board ten (10) days prior to filling such vacancy. The required number of days for posting will be reduced (no less than three days) as necessary to fill positions that occur immediately prior to school starting or during the school year. Notice of vacancy will also be posted on the District's web site. A notice of the posting on the District's website will be sent to bargaining unit employees through the District's e-mail system.

This subsection shall not be applicable to the second position that becomes vacant as a result of a series of transfers. After a series of transfers is completed, any vacancy unrelated to the series of transfers shall be posted.

34. By February 1 of each school year of this Agreement, a bargaining unit member will submit a written statement if interested in a transfer to another building, grade level, or new assignment. The statement shall be addressed to the Superintendent with a copy to his/her building principal.
45. Bargaining unit members who apply for a vacancy will be granted an interview for that vacancy provided, however, that the bargaining unit member holds the certification or licensure required for the position. If a bargaining unit member applies for a posted vacancy and is rejected, the bargaining unit member may request that the reason for the rejection be given in writing.
56. Any bargaining unit member who wishes to be informed of vacancies which become available after the close of the school year may request that notice of such vacancies be mailed to his/her home address and shall provide the District Office with two (2) or more stamped self-addressed envelopes for this purpose.

D. Transfers

1. Voluntary

A noncertified employee who voluntarily transfers to a new category of position will be given credit on the salary schedule commensurate with appropriate relevant experience as determined by the Superintendent.

2. Involuntary

- a. For purposes of this subsection, an involuntary transfer is defined as a change in the building to which a bargaining unit member is assigned. This subsection shall not apply in cases where a program or class is moved to another building.
- b. The Administration will endeavor to avoid involuntary transfers. In the event of an involuntary transfer, a teacher's experience will be considered.
- c. Prior to the involuntary transfer of a new teacher, the Administration will **either** solicit volunteers and review and consider the last available written statements of interest in other District positions submitted by District employees under Section C Vacancy, **or complete the Bid Process under Section C**; however, the Administration will not be required to transfer a volunteer.
- d. A non-certified employee who is involuntarily transferred will suffer no loss in pay. If the employee's involuntary transfer includes a change in category of position, s/he will be placed on the step that is closest to, without being less than their current rate.
- e. The Board shall accept the resignation of a teacher who is involuntarily transferred. The teacher shall submit his/her written resignation to the Superintendent of Schools. The resignation shall become effective not earlier than thirty (30) days after delivery to the Superintendent, without penalty.
- f. **The implementation of this Section D for certified employees shall be suspended during the Bid Process under Section C (Vacancy) 2 above.**

T.A. 7/31/12 @ 8:05 PM

ARTICLE IV

WORKING CONDITIONS

T.A. 7/31/12
8:05 PM.

Adam T. Sagar

F. Reduction in Force

1. Certified Staff

In the event a reduction in force shall be determined by the Board to be necessary, the following procedures shall be used:

- a. It is recognized that positions within the District require various certificates and academic qualifications as proper credentials to hold a given position. The reduction in force process assumes that the teachers remaining on staff after reduction have the proper certificates and academic qualifications to hold the positions deemed necessary by the Board.
- b. ~~Non-tenured teachers shall be reduced in force prior to tenured teachers, provided no tenured teacher is qualified to fill a position currently held by a non-tenured teacher.~~ **Any reduction in personnel shall be in compliance with Section 24-12 of the Illinois School Code.**
- c. Seniority for all teachers shall be determined according to the Illinois School Code.

2. Non-Certified Staff

If full-time employees are removed or dismissed as a result of a decision by the Board to either decrease the number of employees or to discontinue a particular type of educational support service, written notice, together with a letter of honorable dismissal and the reason therefore, shall be given the employee by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the non-certified employee is removed or dismissed, or as may be otherwise permitted by the Illinois School Code as may be amended from time to time. Reductions shall be made in reverse order of seniority within the separate categories as set forth in Article V, Section B.

A non-certified staff member subjected to a reduction in force shall be offered a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position. If the employee previously held the position, the Administration will presume that the employee is qualified unless the required credentials or qualifications have changed. If the Administration determines either that the employee subjected to the reduction is not qualified or cannot perform the essential functions of the position, subsection 3 below shall be applicable.

3. Recall Rights

- a. ~~Recall rights shall apply only to tenured teachers and full time non-certified bargaining unit employees.~~

~~In the case of certified employees, if a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a certified~~

~~staff reduction, the Board shall first offer re-employment to the certified employees laid off (by certification in the reverse order of the reduction.~~ **Recall rights of certified bargaining unit employees shall be in compliance with Section 24-12 of the Illinois School Code.**

In the case of non-certified employees, if a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a non-certified staff reduction, the Board shall first offer re-employment to the non-certified employee laid off (first by category; second by offering a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position) in the reverse order of the reduction.

A bargaining unit member so recalled shall not be deemed to have suffered a break in employment as a result of the RIF, but the bargaining unit member shall not accrue any benefits, including seniority, for the period of the reduction.

- b. Notice of recall shall be sent to a bargaining unit member by certified mail (return receipt requested) to the last address submitted to the Board by the bargaining unit member. The bargaining unit member must notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the bargaining unit member during the recall period. Any bargaining unit member who fails to notify the Board of his/her acceptance or rejection of a tendered position with the time lines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. A bargaining unit member's recall rights will be extinguished once he/she accepts or rejects any tendered vacant position.

1.A 7/31/12
@ 8:05 PM DBB
ARTICLE V
SENIORITY

SB 7 Items in CBA: Evergreen Park 124
July 27, 2012 (3)

T. A. 7/31/12 8:05 PM.
Alan T. Soga

A. Seniority - Definition

For certified bargaining unit members, seniority is defined as the total length (days) of continuous tenured full-time and tenured part-time employment in the District. For non-certified bargaining unit members, seniority is defined as the total length (days) of continuous full-time employment in the District in one of the designated categories set forth in Section B below. Probationary employees shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work.

Paid leave of absence (including FMLA leave) will count as continuous employment. Unpaid authorized leave days will not count as employment for seniority purposes, but they will not be considered to interrupt continuous employment except as may be provided by the School Code for certified employees; however, if the bargaining unit member is a probationary certified employee, such leave shall be deemed to interrupt continuous employment for purposes of acquiring contractual continued service (tenure) with the exception of leave taken under the Family and Medical Leave Act.

As provided by the School Code for the purpose of determining contractual continued service ("tenure") for a certified employee, a school term shall be counted only toward attainment of tenure if the certified employee actually teaches or is otherwise present and participating (i.e., works) in the District's educational program for 120 days or more, provided that the days of leave under the federal Family Medical Leave Act that the certified employee is required to take until the end of the school term shall be considered days worked. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether a certified employee has been employed for 4 consecutive school terms, provided that the certified employee actually works the following school term.

For full-time employment for less than a full-year's service for a certified bargaining unit member, seniority credit shall be recognized so long as the certified employee works 120 days or more of a normal full-time work year for his/her position. For full-time employment for less than a full-year's service for a non-certified bargaining unit member, seniority credit shall be recognized so long as the employee works one-half of a normal full-time work year for his/her position.

Work for purposes of this contract is defined as actual days worked. However, for a non-certified employee, up to sixty (60) accumulated sick leave days and/or personal days will be considered as days worked.

If more than one employee has the same length of continuous service, seniority shall be determined by date of hire. The date of hire shall be defined to mean the first day of work or the date of Board action approving employment, whichever shall first occur. A tie shall be broken by lottery.

- B.** A non-certified employee shall retain his/her seniority when moving from one category to another. For the purposes of reduction-in-force, all non-certified employees shall be placed in one of the following categories based upon their current assignments:

1. Instructional Aide
2. Health Aide
3. School Secretary

- 4. Media Aide
- 5. Clerical Aide

C. Seniority List

The Board shall prepare a seniority list of all bargaining unit members (by non-certified staff category) by February 1st of each year and post it on the Union's bulletin board as well as giving a copy to the Union president. Prior to that, each employee will be provided with a listing from the business office to verify his/her seniority. Each employee shall have the right within ten (10) business days after the receipt of the listing to return it to the district office indicating whether or not the information is correct. Failure of an employee to make a timely objection shall be deemed to be an acceptance of the listings.

It is understood that for certified employees, the seniority list is distinct from the sequence of honorable dismissal list that is prepared annually by the District under the School Code.

Union Proposal

July 25, 2012

T. A. Alan V. Sogin
7/25/12 7:00 P.M.

Article VII Paid Leaves:

DBG

B. ~~Personal (Emergency) Business Leave~~

Each full-time bargaining unit member shall be entitled to two (2) days of ~~personal (emergency) business~~ leave each school year. Part-time employees shall be offered ~~personal (emergency) business~~ leave on a prorated basis.

Bargaining unit members shall notify the Superintendent at least ~~one (1)~~ ^{THREE (3)} day ~~in advance of the~~ ^{IN ADVANCE OF THE} leave ~~whenever possible. Personal (emergency) Business leave may be used to transact~~ ^{leave unless UNAVAILABLE.} personal or legal business which cannot be transacted out of school hours. It shall not be necessary for the bargaining unit member to include the reason for ~~personal (emergency)~~ business leave when making this request. ~~Personal (Emergency) Business leave may not be used for outside employment~~ ^{OR RECREATIONAL ACTIVITIES. ADD (*) HERE}

Except for very unusual circumstances, which would in advance be explained to and approved by the Superintendent, ~~personal (emergency) business~~ leave shall not be allowed to be taken immediately prior nor immediately after a holiday, vacation period, institute or in-service day, nor the first or last week of the school term.

Unused ~~personal (emergency) business~~ leave days may accumulate from year to year, but may not exceed three (3) days. Any additional unused ~~personal (emergency) business~~ leave shall be allowed to accumulate as sick leave.

(*) ^{AN} ~~THE~~ EMPLOYEE MAY REQUEST THAT THE SUPERINTENDENT APPROVE AN EXCEPTION OF USE FOR A RECREATIONAL ACTIVITY ~~E.G.~~ ^{E.G.} IN THE SUPERINTENDENT'S DISCRETION (E.G., FOR THE EMPLOYEE TO OBSERVE HIS/HER CHILD'S PARTICIPATION AT A DOWNSIDE TRACK MEET).

T.A. 8/14/12 @ 9:17 pm
DyB

Board Proposal
8/14/12

T.A. Adam T. Sagan
8/14/12 @ 9:17 P.M.

ARTICLE VII

PAID LEAVES

H. Attendance Incentive

Bargaining unit employees who use a total of ~~three (3)~~ ^{one (1)} or less sick leave days and ~~personal~~ ^{business (emergency)} leave days shall receive additional compensation as follows:

0 days missed	\$500.00	\$400.00 \$500.00
Up to 1 day missed	\$250.00	\$200.00 \$250.00
Up to 2 days missed	\$150.00	
Up to 3 days missed	\$50.00	

~~For purposes of the attendance incentive during the 2010-2011 school year, the sick leave/personal leave incentive will be implemented beginning Tuesday, October 12, 2010 (i.e., sick or personal leave taken prior to such date shall not be considered).~~

The additional compensation shall be paid in a lump sum during August following the school year for which the attendance incentive is awarded. However, in no event shall an employee who has provided a notice of retirement receive greater than a 6% increase in total creditable earnings for the school year during which an attendance incentive is paid.

Annually, the Superintendent and Union President, or their respective designees, will address bargaining unit employees regarding the uses of leaves and to emphasize the importance of high staff attendance levels to continuity of instruction and student learning.

T. A. Alar & Soga 6/6/12
Df

Submitted for Tentative Agreement
6/6/12

ARTICLE IX

COMPENSATION AND BENEFITS

D. Tuition Reimbursement

1. Certified Staff

For each school year of this Agreement, the Board shall set aside the amount of ~~\$25,000.00~~ **\$22,000.00** for tuition costs for eligible certified staff members. The pool will be distributed to all certified staff members who have completed two (2) years of service in District 124 taking graduate courses, with reimbursement up to \$150.00 per credit hour, but not to exceed the actual tuition paid by the certified staff member or the total dollars in the tuition pool.

Effective for the 2013-2014 school year and thereafter, \$15,000 of the pool shall be used for Pool A and \$7,000 shall be used for Pool B. If the Pool B funds are not exhausted for a given school year, the remaining balance shall be carried forward to Pool A for the following school year.

Pool A:

The graduate-level coursework is to obtain additional certification and/or approval to fulfill District areas of need as determined by the District annually for coursework taken during the following school year of this Agreement. The District shall designate areas of need for the following school year and publish the same to the bargaining unit members and the Union by January 15 each year (e.g., for the 2013-2014 school year, publication by January 15, 2013). An area of need must be designated annually for coursework to be eligible for reimbursement for the following school year. However, a certified staff member who undertakes a program to fulfill an area of need while so designated by the District shall remain eligible for reimbursement from Pool A for coursework taken to complete such program. All coursework undertaken under Pool A remain subject to the Eligibility provisions set forth below.

Pool B:

Graduate-level coursework subject to the Eligibility provisions set forth below.

Eligibility

Certified employees eligible for Tuition Reimbursement shall be reimbursed for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

- a. The graduate-level course was approved by the Superintendent or designee within two (2) weeks of enrollment in the course.
- b. The employee attained a grade of **C** **B** or better in the course (or a grade of "passing" in the event no letter grades were assigned).
- c. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
- d. Only courses taken in the school year prior to the current school year will be eligible for reimbursement.
- e. The Superintendent or designee may approve undergraduate course work at his/her discretion.
- f. The employee requested reimbursement in accordance with the procedures set forth below.

Reimbursement funds will be distributed in the second payroll in October. Any certified staff member who resigns prior to the first day of the following school year will not be eligible for reimbursement. A certified staff member must complete a Tuition Reimbursement Request, present official transcript(s) and cost receipt showing payment to the Office of the Superintendent by September 15. Tuition costs shall be reimbursed only for coursework that meets requirements as specified in the Eligibility requirements listed above.

OF THE FOLLOWING SCHOOL YEAR

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DH

2. Non-Certified Staff

The Board shall reimburse instructional assistants/media assistants for the actual costs s/he incurs to take a test to meet the requirements of the No Child Left Behind Act. If the District does offer the test on-site, there shall be no cost to the employee. If the District does not offer the test and the

~~employee incurs cost to take the test elsewhere, the District will cover the cost of the test if pre-approved by the Superintendent. In order to receive reimbursement, the non-certified employee must pass the exam and show proof of payment.~~

Commencing with the 2012-2013 school year and for each school year of this Agreement, the Board shall set aside the amount of **\$6,000** for tuition costs for eligible **non**-certified staff members. The pool will be distributed to all **non**-certified staff members who have completed two (2) years of service in District 124 taking **undergraduate or** graduate courses, with reimbursement up to \$150.00 per credit hour, but not to exceed the actual tuition paid by the **non**-certified staff member or the total dollars in the tuition pool.

Eligibility

Non-certified employees eligible for Tuition Reimbursement shall be reimbursed for the actual tuition costs of **undergraduate or** graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

- a. **The coursework is to obtain certification and/or approval to fulfill District areas of need as determined by the District annually for coursework taken during the following school year of this Agreement.**

For the 2012-2013 school year, the District shall designate areas of need for and publish the same to the bargaining unit members and the Union within thirty (30) days of execution of this Agreement.

For the 2013-2014 school year and for each school year thereafter, the District shall designate areas of need for the following school year and publish the same to the bargaining unit members and the Union by January 15 each year (e.g., for the 2013-2014 school year, publication by January 15, 2013).

An area of need must be designated annually for coursework to be eligible for reimbursement for the following school year.

- ab. The graduate-level course was approved by the Superintendent or designee within two (2) weeks of enrollment in the course.
- bc. The employee attained a grade of **C** **B** or better in the course (or a grade of "passing" in the event no letter grades were assigned).

- ed. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
- de. Only courses taken in the school year prior to the current school year will be eligible for reimbursement.
- ef. ~~The Superintendent or designee may approve undergraduate course work at his/her discretion.~~
- fg. The employee requested reimbursement in accordance with the procedures set forth below.

OF THE FOLLOWING SCHOOL YEAR.

Reimbursement funds will be distributed in the second payroll in October. Any non-certified staff member who resigns prior to the first day of the following school year will not be eligible for reimbursement. A non-certified staff member must complete a Tuition Reimbursement Request, present official transcript(s) and cost receipt showing payment to the Office of the Superintendent by September 15. Tuition costs shall be reimbursed only for coursework that meets requirements as specified in the Eligibility requirements listed above.

ATS
DP

T. A. Allen F. Sosa 8/9/12 12:50 P.M.
T.A. 8/9/12

@ 12:50 PM [Signature]

Board Counterproposal
8/9/12

ARTICLE IX

COMPENSATION AND BENEFITS

H. Toileting and/or Feeding Students

1. An instructional assistant who is responsible for providing constant assistance for toileting a child will receive the following an additional forty (40) cents compensation per hour for the school year indicated:

<u>2012-2013</u>	<u>\$.60</u>
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<u>2013-2014</u>	<u>\$.70</u>
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<u>2014-2015</u>	<u>\$.80</u>
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2. An instructional assistant who is responsible for providing constant assistance for feeding a child will receive the following an additional one dollar (\$1.00) compensation for such day for the school year indicated:

<u>2012-2013</u>	<u>\$1.50</u>
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<u>2013-2014</u>	<u>\$1.75</u>
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<u>2014-2015</u>	<u>\$2.00</u>
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